

Recording Requested by and Return to:
Offit Kurman, P.A.
Attn: Christopher F. Brislin
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Suite 2600
Charlotte, NC 28202

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**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS SECURITY AGREEMENT, AND
FIXTURE FILING**

by

CAM-KG DRAPER LLC,
a Utah limited liability company
as Trustor

to

MELANIE R. CLARK, ESQ., FOLEY & LARDNER LLP,
as Trustee,

in favor of

AMERIS BANK,
as Lender

THIS INSTRUMENT IS A DEED OF TRUST WITHIN THE MEANING OF UTAH CODE ANN. § 57 1-19. THIS INSTRUMENT IS ALSO A FIXTURE FILING IN ACCORDANCE WITH SECTIONS 70A-9A-501(1)(A) AND 70A-9A-502(2) AND (3) OF THE UTAH UNIFORM COMMERCIAL CODE AND IS TO BE FILED AND INDEXED IN THE REAL ESTATE RECORDS AS A "FIXTURE FILING," AS DEFINED IN UTAH CODE ANN. § 70A-9A-102(40) AND COVERS GOODS THAT ARE OR ARE TO BECOME FIXTURES. THIS INSTRUMENT IS ALSO TO BE INDEXED AS A FINANCING STATEMENT UNDER THE NAMES OF TRUSTOR, AS "DEBTOR," AND BENEFICIARY, AS "SECURED PARTY."

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND
FIXTURE FILING**

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (this "Deed of Trust") is made and entered into as of December 30, 2022 by CAM-KG Draper LLC, a Utah limited liability company as Trustor having an address of 6805 Carnegie Boulevard, Suite 250, Charlotte, NC 28211 (the "Trustor"), to Melanie R. Clark, Esq., Foley & Lardner LLP, as Trustee having an address of 95 S. State St., Suite 2500, Salt Lake City, Utah 84111 (the "Trustee"), for the benefit of AMERIS BANK, a Georgia state chartered bank as Lender whose address is 6805 Morrison Blvd., Suite 310, Charlotte, North Carolina 28211 (the "Lender").

WITNESSETH:

WHEREAS, Trustor is indebted to Lender in the maximum principal sum of \$5,117,638.00, which indebtedness is evidenced by the promissory note made by Trustor dated of even date (the "Note"), said principal (plus interest thereon) being payable as provided for in said Note, the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Trustor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure: (i) all future advances and re-advances that may subsequently be made to Trustor by Lender evidenced by the aforesaid Note, or by other promissory notes, and all modifications, renewals and extensions thereof; and (ii) all other indebtedness of Trustor to Lender, including obligations arising pursuant to any Hedge Agreement (as defined herein), now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed twice the face amount of the Note, plus interest thereon, all charges and expenses of collection incurred by Lender including court costs and reasonable attorney's fees, has granted, bargained, sold, released and by this Deed of Trust does grant, bargain, sell and release unto the Trustee, in trust, for the benefit of Lender, its successors and assigns, WITH POWER OF SALE and does hereby grant to Trustee for the benefit of the Lender, its successors, successors in title, and assigns of Lender, subject to further terms of this Deed of Trust, all of the following described property (collectively hereinafter referred to as the "Property" or "Land"):

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

TOGETHER WITH:

(a) all singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto;

(b) all buildings and improvements of every kind and description now or hereafter erected or placed on the Land (the "**Improvements**") and all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises hereby conveyed immediately upon the delivery thereof to the aforesaid Land, and all fixtures and articles of personal property now or hereafter owned by the Trustor and attached to or contained in and used in connection with the aforesaid Land and Improvements or any part thereof or derived from or acquired by any proceeds of the Land or Improvements or any part thereof, including, but not limited to, all goods, furniture, appliances, furnishings, apparatus, machinery, equipment, motors, elevators, fittings, radiators, ranges, refrigerators, awnings, shades, screens, blinds, carpeting, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment, telephone systems, televisions and

television systems, computer systems and fixtures and appurtenances thereto and all renewals or replacements thereof or articles in substitution thereof, whether or not the same are or shall be attached to the Land and Improvements in any manner (the “**Tangible Personalty**”);

(c) all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Trustor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Trustor of, in and to the same, including but not limited to all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the property described in paragraphs (a) and (b) hereof or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the property described in paragraphs (a) and (b) hereof or any part hereof, or to any rights appurtenant thereto (together the “**Easements and Other Interests**”);

(d) as additional collateral and further security for the indebtedness, the Trustor hereby conditionally assigns to the Lender all the security deposits, rents, issues, profits, revenues, accounts, accounts receivable, contract rights, rights to payments for goods sold or leased or services rendered, checks, notes, drafts, acceptances, instruments, deposit accounts, chattel paper, documents, securities, rentals receivables, installment payment obligations, book debts, actions, choses in action, judgments, awards, money, general intangibles, other forms of obligations and receivables, all monies due or to become due and all returned or repossessed goods now or hereafter pertaining to or resulting from the Property or any part hereof or constituting or derived from or acquired by any proceeds of the Property or any part thereof (the “**Rents and Profits**”) reserving only the right to the Trustor to collect the same as long as there shall exist no Default (as hereinafter defined). Together with all proceeds, including cash proceeds, non-cash proceeds, insurance proceeds, products, replacements, additions, substitutions, renewals and accessions of the Rents and Profits or any part hereof, and all replacements, modifications, renewals and substitutions thereof or therefore;

(e) as additional collateral and further security for the indebtedness, the Trustor does hereby assign to the Lender and grants to the Lender a security interest in all of the right, title and the interest of the Trustor in and to any and all leases (including equipment leases), rental agreements, management contracts, franchise agreements, construction contracts, architect’s contracts, technical services agreements, licenses and permits now or hereafter affecting the Property (the “**Intangible Personalty**”) or any part hereof, and the Trustor agrees to execute and deliver to the Lender such additional instruments, in form and substance satisfactory to the Lender, as may hereafter be requested by the Lender to evidence and confirm said assignment; provided, however, the acceptance of any such assignment shall not be construed as a consent by the Lender to any lease, rental agreement, management contract, franchise agreement, construction contract, technical services agreement or other contract, license or permit, or to impose upon the Lender any obligation with respect hereto;

(f) any proceeds of any sales or other dispositions of the property described in paragraphs (a), (b), (c), (d) and (e) hereof or any part hereof, including cash proceeds, non-cash proceeds, insurance proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing (“**Proceeds**”); and

(g) all the Tangible Personalty which comprise a part of the Property shall, as far as permitted by law, be deemed to be affixed to the aforesaid land and conveyed therewith. As to the balance of the Tangible Personalty and the Intangible Personalty, this Deed of Trust shall be considered to be a security agreement which creates a security interest in such items for the benefit of the Trustor. In that regard, the

Trustor grants to the Lender a security interest in the Tangible Personalty, the Intangible Personalty and the Rents and Profits, and grants to Lender all of the rights and remedies of a secured party under the Utah Uniform Commercial Code.

TO HAVE AND TO HOLD all and singular the Property unto Lender and the successors or assigns of Lender forever.

TRUSTOR covenants that Trustor is lawfully seized of the Property in fee simple absolute, that Trustor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly disclosed to Lender or as set forth in the loan title insurance policy obtained by Lender in connection with the loan. Trustor further covenants to warrant and forever defend all and singular the Property unto Lender and the successors or assigns of Lender from and against Trustor and all persons whomsoever lawfully claiming the same or any part thereof.

PROVIDED ALWAYS, nevertheless, and it is the true intent and meaning of Trustor and Lender, that if Trustor pays or causes to be paid to Lender the debt secured hereby, the estate hereby granted shall cease, determine and be utterly null and void; otherwise said estate shall remain in full force and effect

IT IS AGREED that Trustor shall be entitled to hold and enjoy the Property until a Default has occurred.

TRUSTOR further covenants and agrees with Lender as follows:

1. Assignment of Rents and Profits. As further security for all sums secured by this Deed of Trust, Trustor absolutely and unconditionally assigns to Lender all Rents and Profits arising from the Property; provided however, that so long as no Default has occurred and is continuing, Trustor shall be entitled, as trustee for the use and benefit of the Lender, to collect and retain all such Rents and Profits as they become due and payable (but in no event for more than two (2) months in advance); provided, however, that if the Rents and Profits exceed the payments due under the Note, Trustor may use such excess, first, for the operation and benefit of the Property and, second, for the general benefit of Trustor. Upon the occurrence of a Default, Lender may, at its option, remove the Trustor as trustee for the collection of the Rents and Profits and appoint any other person including, but not limited to, itself as a substitute trustee to collect, receive, accept and use all such Rents and Profits in payment of the obligations secured by this Deed of Trust, in such order as Lender shall elect in its sole and absolute discretion, whether or not Lender takes possession of the Property. Upon a Default, Trustor hereby directs each of the respective tenants under all leases of any part of the Property now and hereafter existing (the "**Leases**"), and any rental agent, to pay to Lender all such Rents and Profits, as may now be due or shall hereafter become due, upon demand for payment thereof by Lender without any obligation on the part of any such tenant or rental agent to determine whether or not a Default has in fact occurred. Upon a Default, the permission hereby given to Trustor to collect, receive and accept such Rents and Profits as trustee shall terminate and such permission shall not be reinstated upon a cure of the Default without Lender's specific written consent. Further, upon a Default, Trustor shall immediately turn over to Lender all Rents and Profits in the actual or constructive possession of Trustor, its affiliates, contractors, or its agents, together with an accounting thereof. Exercise of Lender's rights under this Section, and the application of any such Rents and Profits to the obligations secured by this Deed of Trust, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant hereto, but shall be cumulative and in addition to all other rights and remedies of Lender. Trustor hereby waives any defense Trustor might assert or have by reason of Lender's failure to make any tenant or lessee of the Property a party defendant in any foreclosure proceeding or action instituted by Lender.

2. Property Use and Lease Restrictions. Trustor shall lease the property to Kum & Go convenience store pursuant to the terms of that lease between Trustor and Kum & Go, L.C. dated December

30, 2022 or shall not permit the use of any portion of the Property by, any business or entity (including, without limitation, Trustor) engaged in any activity on or at the Property that violates any applicable federal, state or local law, even if such activity is legal under other applicable federal law or under other state or local law applicable where the business is or will be located. If any portion of the Property is used for any activity in violation of the foregoing or leased to any business or entity in violation of the foregoing, then it shall be an event of Default under this Deed of Trust if such use or lease was with the consent of Trustor, or, if such use or lease was not with the consent of Trustor, it shall constitute an event of Default under this Deed of Trust if Trustor does not diligently pursue the discontinuance of such use or termination of such lease.

3. Maintenance. Trustor will maintain the Property in good condition and repair and will neither permit nor allow waste thereof. Trustor will promptly repair or restore any portion of the Property which is damaged or destroyed by any cause whatsoever and, to the extent Trustor is provided with the proceeds of any casualty in accordance with Section 4, will promptly pay when due all costs and expenses of such repair or restoration. Trustor will not remove or demolish any improvement or fixture which is now or hereafter part of the Property, other than in the ordinary course of business, without the express written consent of Lender which consent shall not be unreasonably withheld, conditioned or delayed. Lender shall be entitled to specific performance of the provisions of this paragraph.

4. Insurance. Trustor will keep, or shall cause to be kept, all improvements and fixtures which are now or hereafter part of the Property insured by such company or companies as Lender may reasonably approve for the full insurable value thereof against all risks including, if coverage is available, flood. Such insurance will be payable to Lender as the interest of Lender may appear pursuant to the North Carolina standard form of mortgagee clause or such other form of mortgagee clause as may be required by the Lender and will not be cancelable by either the insurer or the insured without at least thirty (30) days prior written notice to Lender. Trustor hereby assigns to Lender the right to collect and receive any indemnity payment otherwise owed to Trustor upon any policy of insurance insuring any portion of the Property, regardless of whether Lender is named in such policy as a person entitled to collect upon the same. Lender agrees to make available the proceeds of any indemnity payment received with respect to such casualty to restore Improvements if (i) no Default or Event of Default exists, (ii) all proceeds are deposited with Lender, (iii) in Lender's reasonable judgement, the amount of the proceeds available for restoration of the Improvements is sufficient to pay the full and complete costs of such restoration, (iv) no Leases in effect at the time of such casualty or condemnation are or will be terminated, (v) the cost of restoration does not exceed ten percent (10%) of the Loan amount, (vi) in Lender's reasonable determination, after completion of restoration, the Project will comply with all underwriting requirements applicable to Lender's original loan approval, (vii) in Lender's reasonable determination, the Property can be restored to an architecturally viable project in compliance with applicable Laws and will be economically viable based on then-current market conditions, and (viii) in Lender's reasonable determination, such restoration is likely to be completed in a commercially reasonable time period not to exceed one hundred eighty (180) days prior to the Maturity Date (as defined in the Note). Trustor will keep the Property continuously insured as herein required and will deliver to Lender the original of each policy of insurance required hereby. Trustor will pay each premium coming due on any such policy of insurance and will deliver to Lender proof of such payment at least ten (10) days prior to the date such premium would become overdue or delinquent. Upon the expiration or termination of any such policy of insurance, Trustor will furnish to Lender at least ten (10) days prior to such expiration or termination the original of a renewal or replacement policy of insurance meeting the requirements hereof. If Trustor fails to insure the Property as herein required, Lender may, after giving (10) days written notice to Trustor, so insure the Property in the name of Trustor or in the name of Lender or both, and the premiums for any such insurance obtained by Lender shall be the obligation of Trustor. Upon foreclosure of this Deed of Trust, all right, title and interest of Trustor in and to any policy of insurance upon the Property which is in the custody of Lender, including the right to unearned premiums, shall vest in the purchaser of the Property at foreclosure, and Trustor hereby appoints Lender as the attorney in fact of Trustor to assign all right, title and interest of

Trustor in and to any such policy of insurance to such purchaser. This appointment is coupled with an interest and shall be irrevocable.

5. Hedge Agreements. This Deed of Trust shall also secure all amounts becoming due and payable by Trustor under or with respect to any Hedge Agreement. As used herein "Hedge Agreement" shall mean an agreement (including terms and conditions incorporated by reference therein and all schedules thereto and confirmations thereof) in any notional principal amount (which notional amount may reduce periodically under the agreement) from time to time and at any time executed and delivered by the Trustor and the Lender, or its affiliate: (a) which provides for an interest rate, currency, equity, credit or commodity swap, cap, floor or collar, spot or foreign exchange transaction, cross-currency rate swap, currency option, any combination thereof, or option with respect to, any of the foregoing or any similar transactions, for the purpose of hedging the Trustor's exposures to fluctuations in interest rates, exchange rates, currency, stock, portfolio or loan valuations or commodity prices (including any such or similar agreement or transaction entered into by the Lender in connection with any other agreement or transaction between the Trustor and the Lender, or its affiliate, and (b) a master agreement for any of the foregoing agreements referenced in (a) together with all supplements.

6. Taxes and Assessments. Trustor will pay all taxes, assessments and other charges which constitute or are secured by a lien upon the Property which is superior to the lien of this Deed of Trust and, if requested by Lender, will deliver to Lender proof of payment of the same not less than ten (10) days prior to the date the same becomes delinquent; provided, however, that Trustor shall be entitled by appropriate proceedings to contest the amount or validity of such tax, assessment or charge so long as the collector of the same by foreclosure of the lien upon the Property is stayed during the pendency of such proceedings and Trustor deposits with the authority to which such tax, assessment or charge is payable or with Lender appropriate security for payment of the same, together with any applicable interest and penalties, should the same be determined due and owing.

7. Environmental Site Assessment. The Trustor shall pay when due the reasonable cost of providing to Lender, at Lender's request from time to time, a then-current environmental site assessment, audit, or survey ("Assessment") of the Property, which Assessment shall be prepared by an environmental auditor acceptable to Lender in Lender's sole discretion; provided, however, that Lender shall not make such request unless Lender is required by any law, regulation, order, or other directive from any regulatory agency having jurisdiction over Lender to obtain any such Assessment. Notwithstanding anything herein to the contrary, Lender may require an Assessment upon each renewal, extension or modification of the Note or upon the occurrence of any Default under the Note or upon the commencement of any foreclosure proceedings against or acceptance of any deed in lieu of foreclosure on the Property. If Trustor fails to pay the cost of any Assessment or the cost of any mandatory remediation to the Property to correct deficiencies highlighted in the Assessment, when due, Lender may pay such cost on Trustor's behalf and the same shall constitute principal under the Note and be secured by the Property, and shall be due and payable on demand. Trustor's failure to pay such amount (with all accrued interest) in full within thirty (30) days of the date of such demand shall constitute an event of Default entitling the Lender to accelerate the maturity of the Note.

8. Appraisal. Trustor shall pay when due the reasonable cost of providing to Lender, at its request from time to time, a then-current appraisal of the market value of the Property prepared by an appraiser or by another appraiser acceptable to Lender in its discretion; provided, however, that Lender shall not make such request unless Lender is required by any law, regulation, order, or other directive from any regulatory agency having jurisdiction over Lender to obtain any such appraisal. Notwithstanding anything herein to the contrary, Lender may require an appraisal upon each renewal, extension or modification of the Note or upon the occurrence of any Default under the Note or upon the commencement of any foreclosure proceedings against or acceptance of any deed in lieu of foreclosure on the Property. If Trustor fails to pay such cost when due, Lender may pay such cost on Trustor's behalf and the same shall constitute principal under the Note, shall

bear interest at the applicable rate provided in the Note, and shall be due and payable on demand. Trustor's failure to pay such amount (with all accrued interest) in full within thirty (30) days of the date of such demand shall constitute an event of Default entitling the Lender to accelerate the maturity of the Note.

9. Expenditures by Lender. If Trustor fails to make payment for restoration or repair to the Property, for insurance premiums or for taxes, assessments or other charges as required in this Deed of Trust. Lender may, but shall not be obligated to, pay for the same, and pursuant to North Carolina General Statutes § 45-70, any such payment by Lender will be secured by this Deed of Trust and have the same rank and priority as the principal debt secured hereby and bear interest from the date of payment at the legal rate. Payments made for taxes by Lender shall be a first lien on the Property to the extent of the taxes so paid with interest from the date of payment, regardless of the rank and priority of this Deed of Trust. Trustor shall pay to Lender in cash on demand an amount equal to any payment made by Lender pursuant to this paragraph plus interest thereon as herein provided.

10. After Acquired Property. The lien of this Deed of Trust will automatically attach, without further act, to all fixtures now or hereafter owned by Trustor and located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the Property or any part thereof.

11. Condemnation. Lender shall be entitled to be made a party to and to participate in any proceeding, whether formal or informal, for condemnation or acquisition pursuant to power or eminent domain of any portion of the Property. Trustor hereby assigns to Lender the right to collect and receive any payment or award to which Trustor would otherwise be entitled by reason of condemnation or acquisition pursuant to power of eminent domain of any portion of the Property. Lender agrees to make available the proceeds of any payment or award received with respect to such condemnation to restore the remaining portion of the Improvements if (i) no Default or Event of Default exists, (ii) all proceeds are deposited with Lender, (iii) in Lender's reasonable judgment, the amount of the proceeds available for restoration of the Improvements is sufficient to pay the full and complete costs of such restoration, (iv) no Leases in effect at the time of such casualty or condemnation are or will be terminated, (v) the cost of restoration does not exceed ten percent (10%) of the Loan Amount, (vi) in Lender's reasonable determination, after completion of restoration, the Project will comply with all underwriting requirements applicable to Lender's original loan approval, (vii) in Lender's reasonable determination, the Project can be restored to an architecturally viable project in compliance with applicable Laws and will be economically viable based on then-current market conditions, and (viii) in Lender's reasonable determination, such restoration is likely to be completed in a commercially reasonable time period not to exceed one hundred eighty (180) days prior to the Maturity Date. No portion of an indemnity payment which is applied to replacement, repair or restoration to any portion to the Property or which is released to Trustor shall be deemed a payment against any sums secured by this Deed of Trust.

12. Transfer. Trustor shall not cause or permit a sale, conveyance, mortgage, deed of trust, grant, bargain, encumbrance, pledge, assignment, grant of any options with respect to, or any other transfer or disposition (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) of a legal or beneficial interest in the Property or any part thereof, or of Trustor (each event being deemed a "Transfer"), other than in accordance with the Loan Agreement, without the prior written consent of Lender. At the option of the Lender, in the event of Transfer the indebtedness secured by this Deed of Trust shall become due and payable.

13. Default. A "Default" shall be the occurrence or existence of any of the events listed in the Note, the Loan Agreement, this Deed of Trust, or any other document evidencing or securing the Loan, if any, including any grace and/or cure periods provided for therein.

14. Remedies. In addition to the remedies set forth in the Note or the Loan Agreement, upon the occurrence of a Default, Lender may, without notice to Trustor, declare all sums secured by this Deed of Trust

immediately due and payable and may commence proceedings to collect such sums, foreclose this Deed of Trust and sell the Property. If default shall be made in the payment of any amount due under the Note, the Deed of Trust or any other instrument securing the Note, then, upon Lender's demand Trustor will pay to Lender the whole amount due and payable under the Note and all other sums secured hereby; and if Trustor shall fail to pay the same forthwith upon such demand, Lender shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid together with costs and expenses including the reasonable compensation, expenses and disbursements of Lender's agents and attorneys incurred in connection with such suit and any appeal in connection therewith. Lender shall be entitled to sue and recover judgment as aforesaid either before, after or during the pendency of any proceedings for the enforcement of this Deed of Trust and the right of Lender to recover such judgment shall not be affected by any taking, possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Deed of Trust, or the foreclosure of the lien hereof. At the foreclosure sale Lender shall be entitled to bid and to purchase the Property and shall be entitled to apply the debt secured hereby, or any portion thereof, in payment for the Property. In case of a foreclosure sale of all or any part of the Property and of the application of the proceeds of sale to the payment of the sums secured hereby, Lender shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid and to recover judgment for any portion thereof remaining unpaid, with interest. The remedies provided to Lender in this paragraph shall be in addition to and not in lieu of any other rights and remedies provided in this Deed of Trust or by law, all of which rights and remedies may be exercised by Lender independently, simultaneously or consecutively in any order without being deemed to have waived any right or remedy previously or not yet exercised, subject to applicable law. Without in any way limiting the generality of the foregoing, Lender shall also have the following specific rights and remedies:

- (a) To make any repairs to the Property which Lender deems necessary or desirable for the purposes of sale.
- (b) To exercise any and all rights of set-off which Lender may have against any account, fund, or property of any kind, tangible or intangible, belonging to Trustor which shall be in Lender's possession or under its control.
- (c) To cure such defaults, with the result that all costs and expenses incurred or paid by Lender in effecting such cure shall be additional charges on the Note which bear interest at the interest rate of the Note and are payable upon demand.
- (d) If the Note is secured by a lien on any real property, to foreclose on such real property and to pursue any and all remedies available to Lender at law or in equity, and in any order Lender may desire, in Lender's sole discretion.

15. No Waiver of One Default to Affect Another. No waiver of Default hereunder shall extend to or affect any subsequent or any other Default then existing, or impair any rights, powers or remedies consequent thereon. If Lender (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Note, this Deed of Trust or any other instrument securing the Note; (d) releases any part of the Property from the lien of this Deed of Trust or any other instrument securing the Note, or (e) makes or consents to any agreement changing the terms of this Deed of Trust or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the original liability under the Note, the Deed of Trust or otherwise of Trustor, or any subsequent purchaser of the Property or any part thereof or any maker, cosigner, endorser, surety or guarantor. No such act or omission shall preclude Lender from exercising any right, power or privilege herein granted or intended to be granted in case of any event of Default then existing or of any subsequent event of Default nor, except as otherwise expressly provided in an instrument or instruments executed by Lender, shall the lien of this Deed of Trust be altered thereby.

16. Appointment of Receiver. Upon the occurrence of a Default, Lender shall be entitled to the appointment of a receiver to enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. The receiver shall be entitled to receive a reasonable fee for so managing the Property. All rents collected pursuant to this paragraph shall be applied first to the costs of taking control of and managing the Property and collecting the rents, including, but not limited to, reasonable attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums in insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this Deed of Trust. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Lender shall not be liable to Trustor, anyone claiming under or through Trustor, or anyone having an interest in the Property by reason of anything done or left undone by Trustor under this paragraph. If the rents of the Property are not sufficient to meet the costs of taking control of and managing the Property and collecting the rents, Lender, at its sole option, may advance moneys to meet the costs. Any funds expended by Lender for such purposes shall become indebtedness of Trustor to Lender secured by this Deed of Trust. Unless Lender and Trustor agree in writing to other terms of payment, such amounts shall be payable upon notice from Lender to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Trustor under applicable law. The entering upon and taking and maintaining of control of the Property by Lender or the receiver and the application of rents as provided herein shall not cure or waive any Default hereunder or invalidate any other right or remedy of Lender hereunder.

17. Waiver by Lender. Lender may, in its sole discretion, from time to time waive or forbear from enforcing any provision of this Deed of Trust, and no such waiver or forbearance shall be deemed a waiver by Lender of any other right or remedy provided herein or by law or be deemed a waiver of the right at any later time to enforce strictly all provisions of this Deed of Trust and to exercise any and all remedies provided herein and by law.

18. Notices. Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid by U.S. Mail, certified mail, return receipt requested to the party to whom directed to the address stated above or to the latest address of such party known to the party sending the same. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent. This paragraph shall not be deemed to prohibit any other manner of delivering a notice or other document.

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

20. Imposition of Tax. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, in any manner changing or modifying the laws now in force governing the taxation of debts secured by deeds of trust or the manner of collecting taxes so as to affect adversely the Lender, the Trustor will promptly pay any such tax on or before the due date thereof; and if the

Trustor fails to make such prompt payment or if any such state, federal, municipal or other governmental law, order, rule or regulation prohibits Trustor from making such payment or would penalize Lender if Trustor makes such payment, then the entire balance of the Loan shall become due and payable upon demand at the option of the Lender, unless Trustor agrees in writing to indemnify Lender against any loss or damage associated with such payment or penalty.

21. Changes, etc. Neither the Deed of Trust nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement hereafter made by Trustor and Lender relating to the Deed of Trust shall be superior to the rights of the holder of any intervening lien or encumbrance.

22. Partial Foreclosure. In the event the Property is comprised of more than one parcel of real property, Trustor hereby waives any right to require Lender to foreclose or exercise any of its other remedies against all of the Property as a whole or to require Lender to foreclose or exercise such remedies against one portion of the Property prior to the foreclosure or exercise of said remedies against other portions of the Property.

23. Security Agreement; Financing Statement. This Deed of Trust constitutes a security agreement within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Utah and as amended from time to time. The addresses for the Trustor as debtor and the Lender as secured party are set forth in the introductory paragraph to this Deed of Trust. Some of the items of property described herein are goods that are or are to become fixtures related to the real estate described herein, and it is intended that, as to those goods, this Deed of Trust shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the County in which the Land is located. Information concerning the security interest created by this instrument may be obtained from the Lender, as secured party, or the Trustor, as debtor, at the address first shown above. THE COLLATERAL IS OR INCLUDES FIXTURES.

24. Miscellaneous.

(a) It is understood and agreed that all indebtedness of Trustor to Lender at any time hereafter existing resulting from advances and re-advances heretofore, now or hereafter made by Lender to Trustor, regardless of whether such advances and re-advances are made at the option of the Lender, or otherwise, will be secured by this instrument up to the maximum principal amount hereinabove set forth, plus interest thereon, court costs and attorney's fees until all of said indebtedness has been satisfied in full.

(b) The agreements herein shall inure to the benefit of Lender, its successors and assigns, and any successor or assign of Lender may make advances hereunder, and all advances and all other indebtedness of Trustor to such successor or assign shall be secured hereby.

(c) Whenever in this Deed of Trust one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this Deed of Trust by or on behalf of the Trustor or by or on behalf of the Lender shall bind and inure to the benefit of their representatives, heirs, successors and assigns, whether so expressed or not.

(d) The headings of the sections, paragraphs and subdivisions of this Deed of Trust are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

(e) If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if such clause or provision herein contained operates or would prospectively operate to invalidate this Deed of Trust, in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Deed of Trust shall remain operative and in full force and effect.

(f) Except as set forth in Section 25 below, this Deed of Trust shall be construed and enforced in accordance with the laws of North Carolina.

25. Applicable State Law Provisions

- (a) **PRINCIPLES OF CONSTRUCTION.** In the event of any inconsistencies between the terms and conditions of this applicable state law Section 25 (“Section 25”) and the other terms and conditions of this Deed of Trust, the terms and conditions of this Section 25 shall control and be binding.
- (b) **OTHER PROPERTY.** To the extent that any of the Property is not real property that the Trustee is empowered to sell at a public sale pursuant to North Carolina General Statutes § 45-21.1 et seq., or is not real property that could be sold at a public sale pursuant to a judicial proceeding to foreclose the lien of this Deed of Trust, such Property will automatically be deemed to have been assigned and conveyed to the Lender and a security interest granted to Lender in such Property, effective as of the date of this Deed of Trust.

INTEREST BEFORE AND AFTER JUDGMENT. The indebtedness shall bear interest at the rate described in the Note or the Loan Agreement both before and after any judgment on the indebtedness.

- (c) **THIS DEED OF TRUST IS SUBMITTED TO LENDER IN THE STATE OF NORTH CAROLINA AND SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NORTH CAROLINA. BORROWER, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, AGREES THAT THIS DEED OF TRUST WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA PROVIDED THAT THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED SHALL GOVERN AS TO THE CREATION, PERFECTION, PRIORITY AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS IN THE PROPERTY LOCATED IN SUCH STATE.**
- (d) **WAIVER OF JURY TRIAL AND PUNITIVE AND EXEMPLARY DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A JURY TRIAL IN ANY ACTION, PROCEEDING, OR LITIGATION RELATED TO, CONCERNING, OR IN ANY WAY CONNECTED WITH THIS DEED OF TRUST AND ANY OTHER LOAN DOCUMENT EXECUTED IN CONNECTION HEREWITH OR INCIDENTAL HERETO OR THE LOAN EVIDENCED THEREBY OR THE NEGOTIATIONS AND DISCUSSIONS CONCERNING SUCH LOAN**

(WHETHER BASED ON CONTRACT, TORT, INTENTIONAL MISCONDUCT OR ANY OTHER THEORY OF LIABILITY) (EACH BEING REFERRED TO HEREIN AS A "DISPUTE"), AND WAIVES THE RIGHT TO A JURY TRIAL OF ANY DEFENSE, CLAIM, CROSS-CLAIM, COUNTERCLAIM, CLAIM OF SET-OFF, OR SIMILAR CLAIM OF ANY NATURE THAT BORROWER COULD OR MAY ASSERT AGAINST LENDER IN CONNECTION WITH SUCH A DISPUTE, AND AGREES THAT ANY SUCH ACTION, PROCEEDING, OR LITIGATION SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. BORROWER AGREES THAT IT SHALL NOT HAVE THE REMEDIES OF PUNITIVE DAMAGES OR EXEMPLARY DAMAGES AGAINST LENDER IN ANY DISPUTE AND HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES THAT BORROWER NOW HAS OR MAY HAVE IN THE FUTURE IN CONNECTION WITH ANY DISPUTE. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL INDUCEMENT TO THE PARTIES TO ENTER INTO THIS TRANSACTION.

- (e) **FIXTURE FILING.** This Deed of Trust shall constitute a financing statement filed as a fixture filing in accordance with Utah Code Ann. § 70A-9A-501 (or any amendment thereto). For purposes of complying with the requirements of Utah Code Ann. § 70A-9A-102, the name of Trustor, as Debtor, and Lender, as Secured Party, are set forth on Exhibit B. **THE COLLATERAL IS OR INCLUDES FIXTURES.**
- (f) **DEED OF TRUST AS FINANCING STATEMENT.** As to those items of personal property which are or are to become affixed to the Property and/or the Improvements, and all products and proceeds thereof, this Deed of Trust is and shall be effective as a financing statement filed as a fixture filing as and from the date of its recordation in the real estate records of the county in which the Property is situated. The name of the record owner of the Property and Improvements is the Trustor identified on the first page of this Deed of Trust. The name and address of Trustor, as debtor, is set forth on the first page of this Deed of Trust. The name and address of Lender, as secured party, and from whom information concerning the security interest created herein may be obtained, is set forth on the first page of this Deed of Trust. The provisions set forth in the Loan Agreement or the Note describe the types and items of the personal property affixed or to be affixed to the Property. The fixtures are related to the real estate described in Exhibit A attached hereto and incorporated herein by reference. Trustor is the type of entity identified on the first page of this Deed of Trust and is organized under the laws of the State identified on the first page of this Deed of Trust. This Deed of Trust as a financing statement shall remain in effect as a fixture filing until this Deed of Trust is released or satisfied of record.
- (g) **POWER OF SALE.** Upon the occurrence and during the continuation of an Event of Default, Lender may notify the Trustee to exercise the power of sale granted hereunder and upon such notification 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 or any part thereof at public sale to the highest bidder for cash, in compliance with all applicable requirements of Utah law then governing the exercise of powers of sale contained in deeds of trust, and upon such sale the Trustee shall collect the purchase proceeds and convey title to the portion of the Property so sold to the purchaser in fee simple. In the event of a sale of the Property or any part thereof, the proceeds of sale shall be applied first, to the payment of all costs and expenses of the sale, including

Trustee's and attorney fees, if any, and a reasonable auctioneer's fee if such expense has been incurred; second, to the payment of the indebtedness secured by this Deed of Trust; and the balance, if any, shall be paid to any person or persons legally entitled thereto. Trustor agrees that in the event of a sale hereunder, Lender shall have the right to bid at such sale and shall have the right to credit all or any portion of the indebtedness against the purchase price. The Trustee shall have the right to designate the place of sale in compliance with applicable law and the sale shall be held at the place designated by the notice of sale. The Trustee may require the successful bidder at any sale to deposit immediately with the Trustee cash or certified check or cashier's check in an amount up to ten percent (10%) of the bid, provided notice of such deposit requirement is published as required by law. The bid may be rejected if the deposit is not immediately made. Such deposit shall be refunded in case of an upset bid or if the Trustee is unable to convey the portion of the Property so sold to the bidder because the power of sale has been terminated in accordance with applicable law. If the purchaser fails to comply with its bid, the deposit may, at the option of the Trustee, be retained and applied to any damages incurred by reason of such default (including, without limitation, liability to the extent that the final sales price is less than the bid plus all the costs of resale) or may be deposited with the clerk of the district court of the county in which the sale took place. In all other cases, the deposit shall be applied to the purchase price. The Trustee is expressly authorized and empowered to expose to sale and sell together with the real estate any portion of the Property which constitutes personal property. If personal property is sold hereunder, it need not be at the place of sale. The Property may be sold in such parcels or lots as the Trustee may determine without regard to principles of marshaling, and the Property may be sold at one sale or in multiple sales as determined by the Trustee. The exercise of the power of sale hereunder by the Trustee on one or more occasions shall not be deemed to extinguish the power of sale, which power of sale shall continue in full force and effect until all of the Property shall have been finally sold and properly conveyed to the purchasers at the sales. Subject to the requirements and limits imposed by law, the Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement or subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

- (h) **SUBSTITUTION OF TRUSTEE.** Lender at Lender's option may from time to time, by a written instrument, appoint a successor trustee, which instrument, when executed and acknowledged by Lender and recorded in the office of the Recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of the successor trustee. The successor trustee shall, without conveyance of the Property succeed to all the title, power and duties conferred upon the Trustee in this Deed of Trust and by Utah law. The instrument of substitution shall contain the name of the Lender, Trustee and Trustor under this Deed of Trust, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee. The procedure provided for substitution of trustee in this Deed of Trust shall govern to the exclusion of all other provisions for substitution, statutory or otherwise.
- (i) **VALUATION.** To the extent the Utah Code Annotated, as now existing or hereafter amended, or other statute requires that the "reasonable value" or "fair value" of the Property be determined as of the foreclosure date in order to enforce a deficiency against Trustor or any other party liable for repayment of the indebtedness, the term

“reasonable value” or “true value” “fair value” shall include those matters required by law and the additional factors set forth below:

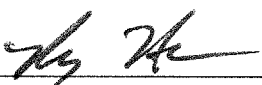
- a. The Property shall be valued “as is” and “with all faults” and there shall be no assumption of restoration or refurbishment of Improvements, if any, after the date of the foreclosure.
 - b. An offset to the reasonable value, true value or fair value of the Property, as determined hereunder, shall be made by deducting from such value the reasonable estimated closing costs related to the sale of the Property, including but not limited to brokerage commissions, title policy expenses, tax pro-rations, escrow fees, and other common charges that are incurred by the seller of real property.
 - c. An offset to the reasonable value, true value or fair value of the Property, as determined hereunder shall be made by deducting from such value the present value of the interest that will accrue on the indebtedness during a reasonable holding period in which the Property is marketed for sale. In the absence of other known factors, the parties agree that a reasonable holding period shall be six (6) months following the completion of the foreclosure sale and filing of the final accounting by a Trustee.
- (j) Notwithstanding anything to the contrary in this Deed of Trust, all rights, powers and remedies provided in this Deed of Trust may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Deed of Trust invalid, unenforceable or not entitled to be recorded or enforced under the provisions of any applicable law.
- (k) PURSUANT TO UTAH CODE ANN. § 25-5-4, TRUSTOR IS NOTIFIED THAT THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.

(Remainder of this page left blank)

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing under seal the day and year first above written.

TRUSTOR:

CAM-KG Draper LLC,
a Utah limited liability company

By: 
Name: Ryan L. Hanks
Title: Manager

STATE OF NC

COUNTY OF Mecklenburg

I, D. Scott Hester Jr., a Notary Public of the County and State aforesaid certify that Ryan L. Hanks personally and voluntarily came before me this day and acknowledged that he is Manager of CAM-KG Draper LLC, a Utah limited liability company and that he, as Manager being authorized to do so, executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp or seal this 29 day of March, 2022.

[Signature]
Notary Public (signature)

[NOTARY SEAL/STAMP]

Print Name: D. Scott Hester Jr.
(Note: Notary Public must sign exactly as on notary seal)

(MUST BE FULLY LEGIBLE)

My Commission Expires: 8-11-24

Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing Notary Page

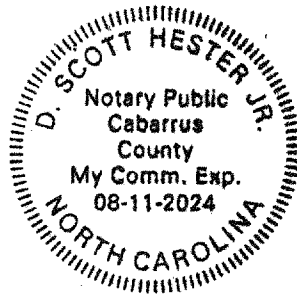


Exhibit "A"

Legal Description

Parcel 1:

Lot 101, of AMENDED LOTS 101 AND 102 OF AMENDED LOT 1 OF 136 CENTER OFFICE PLAT, subdivision recorded July 11, 2022, as Entry No. 13982948 in Book 2022P of Plats at Page 166, on file and of record in the Salt Lake County Recorder's Office.

Parcel 1A:

A 37.00 foot wide Cross-Access and Utility Easement being a part of the Northeast Quarter of Section 1, Township 4 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point which is 1593.91 feet North 89°59'54" West along the section line and 770.99 feet North 0°00'06" East to the east line of 200 West Street and 158.28 feet South 70°45'06" East from the East Quarter Corner of said Section 1; running thence North 19°12'52" East 18.32 along a radial line to a point of curvature; thence northeasterly along the arc of a 26.50 foot radius curve to the left a distance of 41.58 feet (central angle equals 89°54'29" and long chord bears North 64°15'38" East 37.45 feet) to a point of non-tangency; thence North 19°18'26" East 22.05 feet to a point of curvature; thence northerly along the arc of a 36.50 foot radius curve to the left a distance of 12.25 feet (central angle equals 19°13'32" and long chord bears North 9°41'40" East 12.19 feet); thence North 0°04'54" East 44.82 feet to a point of curvature; thence northwesterly along the arc of a 36.50 foot radius curve to the left a distance of 29.93 feet (central angle equals 46°58'32" and long chord bears North 23°24'22" West 29.09 feet); thence North 46°53'38" West 102.96 feet; thence North 89°59'13" East 54.13 feet; thence South 46°53'38" East 63.45 feet to a point of curvature; thence southeasterly along the arc of a 73.50 foot radius curve to the right a distance of 60.26 feet (central angle equals 46°58'32" and long chord bears South 23°24'22" East 58.59 feet); thence South 0°04'54" West 44.82 feet to a point of curvature; thence southerly along the arc of a 73.50 foot radius curve to the right a distance of 24.66 feet (central angle equals 19°13'32" and long chord bears South 9°41'40" West 24.55 feet); thence South 19°18'26" West 29.35 feet; thence South 71°25'45" East 4.32 feet; thence South 18°34'15" West 37.81 feet; thence North 40°45'06" West 68.23 feet to the point of beginning.

Exhibit "B"

Schedule 1

(Description of "Debtor" and "Secured Party")

A. Debtor:

1. Name and Identity or Corporate Structure: **CAM-KG Draper, a Utah limited liability company**
2. The residence or principal place of business of Debtor in the State of North Carolina is located in Mecklenburg County.
3. If Debtor has more than one place of business in the State of North Carolina, Debtor's chief executive office in State of North Carolina is located at 4064 Colony Road, Suite 315, Charlotte, Mecklenburg County.
4. Debtor has been using or operating under said name and identity or corporate structure without change since: **December 12, 2022.**

B. Secured Party:

Ameris Bank, a Georgia state chartered bank

Schedule 2

(Notice of Mailing Addresses of "Debtor" and "Secured Party")

A. The mailing address of Debtor is:

CAM-KG Draper LLC
6805 Carnegie Boulevard
Suite 250
Charlotte, NC 28211

A. The mailing address of Secured Party is:

Ameris Bank
6805 Morrison Boulevard
Suite 310
Charlotte, NC 28211