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Fee Amt: $64.00 Page 1 of 18
Buncombe County, NC
Drew Reisinger Register of Deeds

BK 6628 PG 1832 - 1849

Prepared by & Return to: John K White Jr, Law Office of John K White Jr PLLC, PO Box 1283, Arden, NC 28704

NORTH CAROLINA DEED OF TRUST

THIS DEED of TRUST and SECURITY AGREEMENT made this September 11, 2026, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
1830 SAND HILL LLC, a North Carolina limited liability company	**LAW OFFICE OF JOHN K. WHITE, JR. PLLC**, a North Carolina professional limited liability company	**ALFIE INCOME ALL ASSET ALL AUTHORITY FUND LLC**, a North Carolina limited liability company
38 Breckenridge Parkway Asheville, NC 28804	PO Box 1283 Arden, NC 28704	19 Arlington St., Suite 1 Asheville, NC 28801

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity

The designation Grantor, Trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WHEREAS, Grantor and Beneficiary entered into that certain Loan and Security Agreement dated as of even date herewith (as renewed, extended, modified or supplemented from time to time, the "Loan Agreement"), whereby Beneficiary has agreed to make a loan to Grantor in the principal amount of SIX HUNDRED ELEVEN THOUSAND SEVEN HUNDRED DOLLARS AND NO CENTS ($611,700.00) (as renewed, extended, modified or supplemented from time to time, the "Loan"), as further evidenced by that certain Promissory Note of even date herewith, in the principal amount of SIX HUNDRED ELEVEN THOUSAND SEVEN HUNDRED DOLLARS AND NO CENTS ($611,700.00) from Grantor to Beneficiary (as renewed, extended, modified or supplemented from time to time, the "Note");

WHEREAS, Grantor owns the real estate situated in Buncombe County, North Carolina, as described on Exhibit "A" attached hereto (the "Land"); and

WHEREAS, in order to secure the payment and performance by Grantor of all obligations under the Note and the Loan Agreement, Grantor desires to execute this Deed of Trust for the benefit of Beneficiary.

Submitted electronically by "Marshall, Roth & Gregory, PC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Buncombe County Register of Deeds.

NOW, THEREFORE, in consideration of and as security for said indebtedness, advancements and other sums expended by 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, the Grantor has bargained, sold, given and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee and his successors and assigns the following:

1) all the estate, right, title, interest, claim and demand whatsoever of Grantor of, in and to said Land described in **Exhibit A** hereto, and every part and parcel thereof;

2) all buildings, structures and other improvements now or hereafter located on the said Land or any part or parcel thereof;

3) all right, title and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on said Land or under or above the same, or any part or parcel thereof;

4) all and singular the tenements, hereditaments, easements, privileges and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired property similar to that herein conveyed which may be subsequently acquired by the Grantor and used by it in connection with the above described Land, and including without limitation, all right, title and interest of Grantor in and to any and all streets, roads and rights-of-way, open or proposed, public or private, adjoining or crossing said above-described Land;

5) all "equipment" as such term is defined in Article 9 of the Uniform Commercial Code, together with all machinery, apparatus, building materials, equipment, fixtures, fittings, furnishings and appliances of every kind and nature owned by Grantor and now or hereafter located in, upon, on or under the above-described Land or any part thereof or as temporarily stored off-site for installation on the above-referenced real estate, and/or used or usable in connection with any present or future operation thereof, whether or not actually or constructively attached to said above-described Land, and including all trade, domestic and ornamental fixtures and articles of personal property of every kind and nature whatsoever, including but without limiting the generality of the foregoing: venetian blinds, floor coverings, draperies, hot water heaters, stoves, ranges, refrigerators, plumbing appliances, dishwashing machines, washing machines, light fixtures, lighting equipment, heating, ventilating, fire control, freezing, laundry, incinerating, power and air conditioning units or appliances, awnings, screens, storm doors and windows, wall beds, attached cabinets, engines, pipes, pumps, tanks, motors, conduits, switchboards, lifting, cleaning and communications apparatus, sewage treatment plants, facilities, and apparatus, vacuum cleaning systems, elevators, escalators, partitions, ducts and compressors, furniture and furnishings, parking lot lightning fixtures and such other goods, chattels, personal property, fixtures and equipment as are usually found on real estate of the character hereby conveyed, together with all additions thereto, replacements thereof, substitutions therefor, and proceeds from a permitted sale thereof, all of which property shall to the extent permitted by applicable law be considered as annexed to or forming a part of said above-described Land and all of which property, whether real or personal, shall form a portion of the security for the indebtedness secured by this Deed of Trust;

6) all right, title and interest of Grantor, from time to time, in and to any and all leases, franchises and licenses covering the above-described Land or improvements thereon, now belonging or hereafter acquired or added thereto;

7) all rents, issues, and profits which shall hereafter be realized, become due, or be paid in connection with the operation and use of said above-described Land and improvements thereon, reserving only the right of Grantor to collect and utilize said rents, issues and profits (unless Grantor has specifically assigned said rents by separate instrument, in which case such instrument shall govern the assignment of such rents), so long as there is no default under this Deed of Trust, the Note (as hereinabove defined) or any other instrument executed in connection with the loan secured hereby;

8) all unearned premiums under insurance policies now or subsequently obtained by Grantor relating to the Land or Property (as defined herein) and Grantor's interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Land or Property for the taking by eminent domain, condemnation or otherwise, of all or any part of the Land or any easement or other right therein;

9) all right, title and interest of Grantor in and to (i) all contracts from time to time executed by Grantor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Land or Property or any part thereof and all agreements and options relating to the purchase or lease of any portion of the Land or any property that is adjacent or peripheral to the Land, together with the right to exercise such options and all leases of Property, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Land or any part thereof, and (iii) all drawings, plans, specifications and similar or related items relating to the Land. The Land, improvements, equipment, fixtures, and other property herein conveyed by subsections (1) through (9) above are collectively referred to herein as the "Property").

TO HAVE AND TO HOLD the Property, together with all privileges and appurtenances belonging thereto, unto the Trustee and its successors and assigns forever, with Power of Sale, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST, that if the Grantor shall pay the Note secured hereby in accordance with its terms, and shall comply with all the provisions of this Deed of Trust, then this conveyance shall be null and void and may be canceled or released of record at the request and at the cost of Grantor. This conveyance is intended to operate, and is to be construed, as a deed of trust passing the title to all the Property to the Trustee, and is made under those provisions of the existing laws of the State of North Carolina relating to deeds of trust, and not as a mortgage.

Grantor covenants to and with Trustee and Beneficiary that it is lawfully seized and possessed in fee simple of the Property, has good right and lawful authority to transfer and convey the same, that the title thereto is free and clear of all taxes, liens and encumbrances whatsoever except as set forth in Beneficiary's title policy for the loan, and that Grantor will forever warrant

and defend the title thereto against the lawful claims of all persons whomsoever, excepting such title exceptions.

Grantor further covenants and agrees with the Trustee and Beneficiary as follows:

1. Loan Agreement. The covenants and agreements of the Grantor contained in that certain Loan Agreement between Grantor and Beneficiary dated the same date hereof, as same may hereafter be amended or modified (herein "Loan Agreement") and Loan Documents (as defined in the Loan Agreement) are incorporated by reference herein and are obligations secured by this Deed of Trust.

2. Security Agreement. This Deed of Trust is intended to be and shall constitute a security agreement pursuant to the Uniform Commercial Code for any of the goods, rights, funds or deposits specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Grantor hereby grants Beneficiary a security interest in said goods, rights, funds and deposits. Grantor shall pay all costs of filing such statements and renewals and releases thereof and shall pay all reasonable costs and expenses of any record searches for financing statements Beneficiary may reasonably require. Without the prior written consent of Beneficiary, Grantor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said goods, rights, funds or deposits, including replacements and additions thereto. Without the prior written consent of Beneficiary, Grantor shall not create or suffer to be created any other liens, claims or security interests of any kind upon the Land. Upon Grantor's breach of any covenant or agreement of Grantor contained in this Deed of Trust, including the covenants to pay when due all sums secured by this Deed of Trust, Beneficiary shall have the remedies of a secured party under the Uniform Commercial Code and at Beneficiary's option, may also invoke the remedies provided in Section 18 of this Deed of Trust as to such goods, rights, funds and deposits.

3. Payment of Principal and Interest. Grantors shall promptly pay the principal, interest thereon and all other sums, if any, due under the Note and this Deed of Trust (the "Obligations") when due in accordance with the terms of this Deed of Trust and the Note. The Obligations shall be payable at the office of Beneficiary, at 19 Arlington St., Suite 1, Asheville, NC 28801, or at such other place as the holder of the Note may designate in writing.

4. Intentionally Omitted.

5. Charges; Liens. Grantor will (i) pay prior to delinquency all taxes, fees and assessments lawfully levied or assessed against the Property, including such as may be levied upon the interest of Beneficiary or Trustee in the Property or upon this Deed of Trust or the Note and will upon request of Beneficiary deposit all tax and other receipts with Beneficiary within ten (10) days after such request, and (ii) promptly satisfy (by cash payment or surety bond) all liens, general or special, of every character, including, without limitation, mechanic's, furnisher's, and laborer's claims now existing or which may hereafter be asserted or become established against the Property or any part thereof. Grantor will promptly pay and settle or cause to be removed all claims or liens against any of the Property which affect the rights of Beneficiary hereunder and will appear in and defend any action or proceeding purporting to affect the lien of this Deed of Trust, and Grantor will pay all expenses incident thereto. If it shall become necessary for Beneficiary to bring or defend any action to protect or establish any of its rights hereunder, Grantor will pay, in addition to costs and expenses allowed by law, the reasonable costs of bringing or defending such action including reasonable attorney's fees.

6. Funds for Taxes and Insurance. If required by Beneficiary, Grantor shall make monthly escrow deposits ("Escrow Deposits") with Beneficiary or a designated agent of Beneficiary in a sum equal to one-twelfth (1/12) of (i) the annual taxes and assessments which may be levied against the Property and (ii) annual premiums for insurance required under Sections 8 and 9. The amount of such taxes, assessments and insurance when unknown may be estimated by Beneficiary. Such Escrow Deposits shall be used by Beneficiary to pay such taxes, assessments, and insurance premiums when due. Any insufficiency in such account shall be paid by Grantor to Beneficiary on demand. Grantor and Beneficiary may agree in writing at the time of execution of this Deed of Trust that interest on the Escrow Deposits shall be paid to Grantor, and unless such agreement is made, Beneficiary shall not be required to pay Grantor any interest on the Escrow Deposits. If, by reason of any default by Grantor under any provision of this Deed of Trust or the Note, Beneficiary declares all sums secured hereby to be due and payable, Beneficiary may apply any funds in said account against the Obligations secured hereby in such manner as Beneficiary, in its sole discretion, shall determine. The enforceability of the covenants relating to taxes, assessment and insurance premiums provided for in other paragraphs hereof shall not be affected by the provisions of this paragraph, except insofar as those obligations have been met in whole or in part by compliance with this paragraph. Beneficiary may from time to time at its option waive, and after such waiver reinstate, any or all provisions hereof requiring such Escrow Deposits, by notice to Grantor in writing. While any such waiver is in effect, Grantor shall make direct payment of taxes, assessments and insurance premiums as herein elsewhere required. Beneficiary shall give Grantor, without charge, an annual accounting of the Escrow Deposits showing credits and debits to the Escrow Deposits and the purpose for which each debit to the Escrow Deposits was made. The Escrow Deposits required herein are pledged as additional security for sums secured by this Deed of Trust.

7. Preservation and Maintenance of Property; Leaseholds. Grantor will maintain the Property free from waste or nuisance of any kind and in as good condition as now exists or will exist upon completion of any construction contemplated thereon and will make all repairs, replacements, improvements and additions which may be necessary to preserve and maintain the Property and the value thereof; will comply with all laws, ordinances and regulations and all covenants, conditions and restrictions of any kind affecting the Property or its use; will complete in a good and workmanlike manner any building or improvement which may be constructed, altered or repaired thereon; will pay when due all claims for labor performed and materials, equipment and services furnished, and will not permit any lien of mechanics, materialmen or others to attach to the Property. Upon Grantor's breach of this condition, Beneficiary may, at its option and in addition to all other right and remedies granted Beneficiary hereunder, take possession of the Property, notice of which is waived by Grantor, and expend and charge against Beneficiary such sum as may be necessary for Beneficiary to complete said improvements, alterations or repairs, and discharge liens, perfected or unperfected, thereon, and all payments made by Beneficiary or costs incurred by Beneficiary to do the same shall be added to the principal amount of the Obligations secured hereby.

8. Hazard Insurance. Grantor will keep the buildings, Property, and other insurable property, hereafter erected or placed in or on the Land conveyed herein, insured as required in the Loan Agreement. Should any loss occur to the Property, Beneficiary is hereby appointed attorney-in-fact for Grantor to make proof of loss if Grantor fails to do so promptly, and to receive for any sums collected under said policies, which said sums, or any part thereof, if there is no Event of Default under the Loan Agreement then existing, shall be applied to the restoration or repair of the

Property so damaged or destroyed, or if there is an Event of Default under the Loan Agreement then existing, used to pay the principal and interest and other Obligations secured hereby at the option of Beneficiary. Grantor promptly will give written notice to Beneficiary of any loss or damage to the Property and will not adjust or settle such loss without the written consent of Beneficiary. In the event of any default under this Deed of Trust or the Note or the Loan Documents (as defined in the Loan Agreement), all right, title and interest of Grantor in and to any insurance policies then in force, and particularly to the unearned premiums therein and existing claims thereunder, shall pass to Beneficiary, which, at its option and as attorney-in-fact for Grantor, may make, settle and give binding acquittances for claims under said policies and may assign and transfer said policies or cancel and surrender the same, applying said unearned premiums in such manner as it may elect. In case of Grantor's failure to keep the Property so insured Beneficiary, or its assigns, may at its option, but shall not be required to, effect such insurance at Grantor's expense and all payments made by Beneficiary or costs incurred by Beneficiary to do the same shall be added to the principal amount of the Obligations secured hereby.

9. Federal Flood Insurance. If the Land is in a special flood hazard area and Federal Flood Insurance is available, for any buildings existing or constructed on the Land, Grantor will purchase and maintain such insurance in amounts and coverage equal to the lesser of (i) the original amount of the Note, (ii) the insurable value of the Land and Property or (iii) the maximum limit of coverage available at any time during the term of the Note or Loan Agreement secured hereby.

10. Use of Property. Unless required by applicable law or unless Beneficiary has otherwise agreed in writing, Grantor shall not allow changes in the nature of the improvements to be constructed on the Property as specified in the Loan Agreement. Grantor shall not initiate or acquiesce in a change in the zoning classification of any portion of the Property without Beneficiary's prior written consent.

11. Inspection. Grantor agrees to permit Beneficiary, its agents or representatives, to make or cause to be made reasonable entries upon the Land and access to the Property for the purpose of inspecting the Property in order to verify Grantor's compliance with any requirements set forth herein.

12. Books and Records. Grantor shall keep and maintain at all times at Grantor's address stated below, or such other place as Beneficiary may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation and use of the Property and copies of all written contracts, leases and other instruments which affect the Property. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection by Beneficiary at any reasonable time during normal business hours.

13. Satisfaction of Charges and Liens. In the event any taxes, assessments, charges, claims, liens, insurance premiums, fees, costs, expenses, or other sums required hereunder to be paid by Grantor are not paid by Grantor prior to delinquency, Beneficiary, at Beneficiary's option, may pay them, and when so paid such sums shall become immediately due and payable by Grantor to Beneficiary and shall become a part of the debt secured hereby and shall bear interest at the lower of (a) eighteen percent (18%) per annum, or (b) the highest rate permitted by law until paid, and this Deed of Trust shall be security for the payment thereof and Beneficiary may recover the same from Grantor together with a reasonable attorney's fee for collection thereof.

14. Judgment, Condemnation. All judgments, decrees and awards for injury or damage to the Property, and all awards pursuant to proceedings for condemnation thereof are hereby assigned in their entirety to Beneficiary, which at its option may apply the same to the Obligations secured hereby in such manner as it may elect, in its sole discretion, and Beneficiary is hereby authorized in Grantor's name to execute, acknowledge and deliver valid acquittances for, and to appeal from, any award, judgment or decree.

15. Costs in Suit to Protect Security. In the event Beneficiary, or its assigns, or Trustee shall be made and become a party to any suit or proceedings at law or in equity in order to protect its interests, Beneficiary, or its assigns, and/or Trustee shall be allowed and paid reasonable costs, charges and attorneys' fees in such suit or proceedings, and the same shall be a further charge and lien upon the Property and the amount of such costs, charges and attorneys' fees shall be added to the Obligations secured hereby as principal.

16. Trustee's Compensation. The Trustee's Commission shall be five percent (5%) of the sales price for a completed foreclosure sale. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee, including attorneys' fees, and a partial Commission computed on the outstanding balance on the date of foreclosure in accordance with the following schedule, to-wit: one-fourth (1/4) thereof before the Trustee issues a notice of hearing on the right to foreclosure; one-half (1/2) thereof after issuance of said notice; three-fourths (3/4) thereof after such hearing; and the full commission after the initial sale.

17. Estoppel Certificate. Grantor shall, within ten (10) days after a written request from Beneficiary, furnish Beneficiary with a written statement, duly acknowledged, setting forth the sums secured by this Deed of Trust and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Deed of Trust.

18. Acceleration; Remedies. NOW, IF ALL OF THE AFORESAID Obligations be paid when due, and Grantor shall well and truly keep and perform all of the covenants, conditions and agreements herein contained, then this instrument shall be canceled and release or satisfaction thereof will be made at the expense of Grantor. BUT IF there shall be any failure to pay any part of the indebtedness secured hereby when due and such failure shall continue beyond applicable cure periods, or any failure to keep and well and truly perform all of the covenants, conditions and agreements herein contained, or contained in the Loan Agreement or Loan Documents (as defined in the Loan Agreement), and such failure shall continue beyond applicable cure periods, or if Grantor or any party liable for the said Obligations secured hereby shall file a voluntary petition in bankruptcy, make an assignment for the benefit of creditors, or be declared bankrupt or become insolvent, or if a debtor's or Beneficiary's petition affecting the Property be filed pursuant to the provisions of the United States Bankruptcy Code, as amended, or if a petition seeking the appointment of a receiver be filed, or if the Property, or a substantial part of it, be placed under control or in the custody of any court; or if Grantor abandons any of the Property; or if Grantor shall breach any agreement executed by them in connection with the indebtedness secured hereby; or if Grantor shall (i) dissolve or discontinue its business, (ii) materially change the nature of its business or (iii) transfer all or substantially all of the assets of Grantor; or if a Default, as that term is defined in the Loan Agreement shall occur; then in any of said events, Beneficiary is hereby authorized and empowered at its option, without notice and without waiving the said default or affecting the lien hereby created, or the priority of said lien or any right of Beneficiary hereunder:

a) To apply any cash collateral or other funds held by Beneficiary for the account of Grantor to the Obligations secured by this Deed of Trust in such manner as Beneficiary, in its sole discretion, may desire and perform any such defaulted covenant or agreement to such extent as Beneficiary shall determine; and enter upon the Property, inspect, repair and maintain the same and perform such other acts thereon as Beneficiary shall deem necessary, and advance such moneys as Beneficiary, in its sole discretion, shall deem advisable for any of the aforesaid purposes, and all moneys so advanced by Beneficiary, with interest thereon at the highest contractual rate permitted by law, shall become a part of the indebtedness secured hereby and be repaid promptly upon demand.

b) Without further notice or demand upon Grantor, Beneficiary may (a) direct Trustee to sell (and Trustee is hereby empowered to sell), pursuant to North Carolina General Statutes Chapter 45 or Article 9 of Chapter 25, all or any part of the Property at public auction to the last and highest bidder for cash (free of any equity of redemption, homestead, dower, courtesy or other exemption, all of which are expressly waived by Grantor) at such time and place and upon such terms and conditions as may be required by applicable law or rule of court and after having complied with the North Carolina law applicable to power of sale foreclosures (a "Power of Sale Foreclosure"); (b) elect to foreclose this Deed of Trust pursuant to a judicial foreclosure action; or (c) take such other action at law, equity or by contract for the enforcement of this Deed of Trust and realization on the security herein or elsewhere provided for, as the law may allow. In any action or proceeding to foreclose this Deed of Trust or to collect the sums secured hereby, Beneficiary may proceed therein to final judgment and execution for the entire unpaid balance of the Obligations, together with all future advances and any other sums due by Grantor in accordance with the provisions of this Deed of Trust, together with interest from the date of default at the default rate set forth in the Note and all expenses of sale and of all proceedings in connection therewith, including reasonable attorneys' fees. The unpaid balance of any judgment shall bear interest at the greater of (a) the statutory rate provided for judgments, or (b) the default rate under the Note.

c) To the extent permitted by applicable law, Beneficiary and/or Trustee may personally, or by its agents, attorneys and employees and without regard to the adequacy or inadequacy of the Property or any other collateral enter into and upon the Property and each and every part thereof and exclude Grantor and its agents and employees therefrom without liability for trespass, damage or otherwise (Grantor hereby agreeing to surrender possession of the Property to Beneficiary and/or Trustee upon demand at any such time) and use, operate, manage, maintain and control the Property and every part thereof. Following such entry and taking of possession, Beneficiary shall be entitled, without limitation, to: (i) lease all or any part or parts of the Property for such periods of time and upon such conditions as Beneficiary may, in its discretion, deem proper; (ii) enforce, cancel or modify any lease; and (iii) execute, do and perform any other act, deed, matter or thing concerning the Property as Beneficiary shall deem appropriate as fully as Grantor might do.

d) In the event that Beneficiary elects to direct the Trustee to sell the Property pursuant to a North Carolina General Statutes Chapter 45 Power of Sale Foreclosure, the following provisions, along with all other applicable provisions of the aforesaid N.C.G.S. Chapter 45, shall apply: (a) in exercising the power of sale and selling the Property, the Trustee shall comply with the North Carolina provisions governing power of sale foreclosures and

shall give such notice of hearing as to the commencement of foreclosure proceedings, obtain such findings and leave of court, and give such notice of and advertise such foreclosure sale all as may then be required by such law; (b) upon such foreclosure sale or any required resale, it shall be lawful for the Trustee to convey the Property (or such portion thereof as may have been sold) to the successful bidder by way of a Trustee's deed without any covenant or warranty and any recitals of fact in such Trustee's deed shall be prima facie evidence of such facts; (c) the Trustee shall be entitled to a reasonable Trustee's fee in accordance with the Section entitled "Trustee's Compensation" above (the "Commission") as well as reimbursement for any attorney's fees incurred by Trustee; (d) the Trustee shall apply the proceeds of the sale first to the payment of all expenses and costs incurred in connection with such sale, including without limitation, advertising costs, title examination fees, transfer taxes, and court costs; second to the payment of the Trustee's Commission; third to payment of any taxes or governmental assessments which may be a lien against the Property, unless Trustee advertised and sold the Property subject to such taxes or assessments; and fourth, to the payment of the Obligations and sums secured hereby, with the excess, if any, of such proceeds after the payment in full of the indebtedness and secured sums being distributed to the person or persons entitled thereto as their interests may appear; (e) if the Trustee commences a Power of Sale Foreclosure and such proceeding is terminated prior to the completion thereof, Grantor shall pay to Trustee all expenses incurred by Trustee in connection with such proceeding and sale and a partial Commission as set forth in the Section entitled "Trustee's Compensation" above; (f) at any sale conducted by the Trustee, Beneficiary may bid for and become the purchaser of the Property or such portion thereof as has been offered for sale and in lieu of paying cash therefor Beneficiary may take settlement of the purchase price by a credit upon the Obligations due and payable and secured by this Deed of Trust; (g) any sale scheduled by the Trustee may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law; and (h) the sale by Trustee of less than the whole of the Property shall not exhaust the right to sell any remainder of the Property and Trustee is specifically empowered to make a successive sale or sales until the whole of the Property shall be sold; and if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the indebtedness, this Deed of Trust and the lien hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made.

19. Sale Postponement; Agent. To the extent permitted by law, said sale may be postponed or adjourned at any time and from time to time without re-advertising and the sale may be dismissed and not made, all at Beneficiary's option. To extent permitted by law Trustee, or any successor Trustee, is authorized to appoint an agent or auctioneer to make any sale hereunder, the cost of which shall be paid as a proper expense of Trustee, and any sale so made shall have the same validity as if made by Trustee; and a cash deposit or other security acceptable to Beneficiary may be required as a condition to the acceptance of bids.

20. Judicial Foreclosure; Appointment of Receiver; Deficiency. To the extent permitted by law and in addition to the power of sale above provided, Beneficiary shall have the right to proceed in a court of equity to foreclosure of this Deed of Trust and shall be entitled to judgment for the debt and any advances lawfully made by it under the provisions of this Deed of Trust. Beneficiary shall also be entitled to the appointment of a receiver to collect rents, issues and profits while such suit is pending and to judgment over for any difference between the amount paid for the Property either

at a trustee's sale or at sale under order of the court and the total indebtedness accrued under the provisions of this instrument.

21. Waiver of Appraisement, Valuation, Etc. Grantor agrees, to the full extent permitted by law, that in the event of a default on the part of Grantor hereunder, neither Grantor nor anyone claiming through or under Grantor will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension, homestead, exemption, equitable redemption, or statutory redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, or the absolute sale of the Property, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Grantor, and all who may at any time claim through or under Grantor, hereby waives to the fullest extent that may be permitted under law, the benefit of all such laws. Without limiting the generality of the foregoing, this waiver is intended to include a waiver of the equity of redemption and the statutory right of redemption provided by any applicable statute, and is intended, among other things, to waive all rights of Grantor expressed therein.

22. Other Security. If the Obligations secured hereby, or any part thereof, are now or hereafter further secured by chattel mortgages, other deeds of trust, security interests, pledges, contracts of guaranty, assignments of leases, or other securities, Beneficiary may at its option exhaust any one or more of said securities and the security hereunder either concurrently or independently, and in such order as it may determine, and Beneficiary shall not be required to marshal assets.

23. Successor Trustee. Beneficiary shall have the right, in its absolute discretion and without assigning any cause or reason whatsoever, and without giving notice to any of the parties named herein, the giving of notice being expressly waived by Grantor, to remove the Trustee named herein, or any successor Trustee at any time, and to appoint a successor trustee by written instrument executed by it, and such successor trustee shall become vested with the same title to the Property and the same rights and powers and subject to the same duties as the Trustee named herein, and each appointment of a successor trustee by Beneficiary shall be recorded in the Register's Office of the county in which the Property is located.

24. Non-Waiver. Any failure by Beneficiary to insist upon the strict performance by Grantor of any of the terms and provisions of this Deed of Trust shall not be deemed to be a waiver of any of the terms and provisions hereof, and Beneficiary, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Grantor of any and all of the terms and provisions of this Deed of Trust to be performed by Grantor. Beneficiary may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Property, any part of the security held for the obligations secured by this Deed of Trust without, as to the remainder of the security, in any way impairing or affecting the lien and security title of this Deed of Trust or the priority thereof over any subordinate lien or deed of trust.

25. Assignment of Leases and Rents; Appointment of Receiver; Beneficiary in Possession; Assignment of Sales Contracts and Proceeds.

a) As part of the consideration for the Obligations evidenced by the Note, Grantor absolutely and unconditionally assigns and transfers to Beneficiary all leases upon all or any portion of the Property, including those now in place or as may be executed in the future, and all rents from the Property now due, past due, or to become due by virtue of

any current or future lease or other agreement for the occupancy or use of all or any part of the Property. Grantor authorizes Beneficiary or Beneficiary's agents to enforce such leases to collect the aforesaid rents and revenues and hereby directs tenant of the Property that prior to written notice given by Beneficiary to Grantor of the default by Grantor under any covenant or agreement of Grantor in this Deed of Trust, Grantor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Grantor, to apply the rents and revenues so collected to the sums secured by this Deed of Trust with the balance, so long as no such default has occurred, to the account of Grantor. Each tenant of the Property shall pay such rents and revenues to Beneficiary or Beneficiary's agents on Beneficiary's written demand therefore without any liability on the part of said tenant to inquire further as to the existence of a default by Grantor.

b) Grantor covenants: that Grantor has not executed any prior assignment of said leases, rents and revenues, which assignment, if any, has not heretofore been released; that Grantor has not performed and will not perform, any acts and has not executed, and will not execute, any instruments which would prevent Beneficiary from exercising its rights under this Section 25 and that at the time of execution of this Deed of Trust there has been no prepayment of any of the rents of the Property for more than one (1) month prior to the due dates of such rents. Grantor further covenants that Grantor will not hereafter collect or accept payment of any rents of the Property more than one (1) months prior to the due dates of such rents.

c) Prior to default, Grantor may retain possession of the Property, but shall not remove any part thereof from the Land.

d) Upon Grantor's default under any covenant or agreement of Grantor in this Deed of Trust beyond all applicable grace and cure periods, Beneficiary, in addition to the power of sale hereinabove provided, may, at Beneficiary's option, regardless of (i) Beneficiary's delay in exercising such option, (ii) Beneficiary's failure to exercise such option on the occasion of any prior default, or (iii) the adequacy of Beneficiary's security, proceed in a court of equity to foreclose this Deed of Trust, and/or be entitled to the appointment of a receiver, without notice, which is waived by Grantor. Beneficiary, in person, by agent or by the receiver, may 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 collection of rents, revenues, issues and profits therefrom, 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. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property. All rents and revenues collected pursuant to this paragraph shall be applied first to the costs of taking control of and managing the Property and collecting the rents and revenues, including, but not limited to, reasonable attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Grantor as lessor or landlord of the Property and then to the sums secured by this Deed of Trust. Beneficiary 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 and revenues actually received. Beneficiary shall not be

liable to Grantor, anyone claiming under or through Grantor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this paragraph, unless caused by Beneficiary's gross negligence and/or bad faith.

e) If the rents and revenues of the Property are not sufficient to meet the costs of taking control of and managing the Property and collecting the rents and revenues, any funds expended by Beneficiary for such purposes shall become indebtedness of Grantor to Beneficiary secured by this Deed of Trust. Unless Beneficiary and Grantor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Grantor requesting payment thereof and shall bear interest from the date of disbursement at the highest rate which may be collected from Grantor under applicable law.

f) The entering upon and taking and maintaining of control of the Property by Beneficiary 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 Beneficiary hereunder. Upon release of this Deed of Trust, this assignment of rents and revenues of the Property shall terminate.

g) As part of the consideration for the Obligations evidenced by the Note, Grantor absolutely and unconditionally assigns and transfers to Beneficiary all contracts of sale of the Land, Collateral and Property, including those now in place or as may be executed in the future, and all proceeds from the sale from said contracts now due, past due, or to become due by virtue of any current or future contract. Grantor authorizes Beneficiary or Beneficiary's agents to enforce said contracts and to receive all proceeds for the benefit of Beneficiary and to apply the same to the sums secured by this Deed of Trust with the balance, so long as no such default has occurred, to the account of Grantor. It is understood and agreed that there is a release provision in the Loan Agreement and that this assignment of contracts shall only apply if the Grantor is in default on the terms of the Loan Agreement.

26. Amendment; Modification. Any amendment to or modification of this Deed of Trust must be made in writing by and among Grantor and Beneficiary.

27. Cumulative Remedies. Every right and remedy provided in this Deed of Trust shall be cumulative with every other right or remedy of Beneficiary, whether granted herein or conferred by law, and may be enforced concurrently therewith, and no acceptance of the performance of any obligation as to which Grantor shall be in default, or waiver of performance of any obligation, shall be construed as a waiver of the same or of any other default then, theretofore or thereafter existing.

28. Applicable Law; Severability. This Deed of Trust and Security Agreement shall be governed by the laws of the State of North Carolina. Whenever possible, each provision of this Deed of Trust shall be interpreted in such manner as to be effective and valid, but in the event any provision should be held invalid or unenforceable, the remaining provisions shall not be affected thereby.

29. Notice. Any notice to Grantor provided for in this Deed of Trust shall be given in accordance with the notice provisions of the Loan Agreement, except for any notice required under Section 18 hereof to be given to Grantor in the manner prescribed by applicable law.

30. Hazardous Substances. Grantor represents that to the best of Grantor's knowledge, and except as otherwise disclosed in the environmental reports given by Grantor to Beneficiary in

connection with the loan secured by this Deed of Trust, with respect to the condition of the Property as of the date hereof:

a) No pollutants or other toxic or hazardous substances, including any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste, including materials to be recycled, reconditioned or reclaimed (collectively, "Substances") have been or shall be discharged, dispersed, released, stored, treated, generated, disposed of, or allowed to escape on the Property;

b) No asbestos or asbestos-containing materials have been installed, used, incorporated into, or disposed of on the Property;

c) No polychlorinated biphenyls are located on or in the Property, in the form of electrical transformers, fluorescent light fixtures with ballasts, cooling oils, or any other device or form;

d) No underground storage tanks are located on the Property or were located on the Property and subsequently removed or filled;

e) No investigation, administrative order, consent order and agreement, litigation, or settlement with respect to Substances is proposed, threatened, anticipated or in existence with respect to the Property; and

f) The Property and Grantor's operations at the Property are and at all times throughout the term of this Deed of Trust will be in compliance with all applicable federal, state and local statutes, laws and regulations. No notice has been served on Grantor from any entity, governmental body, or individual claiming any violation of any law, regulation, ordinance or code, or demanding payment or contribution for environmental damage or injury to natural resources. Copies of any such notices received shall be forwarded to Beneficiary within five (5) days of their receipt. Grantor shall promptly notify Beneficiary, in writing, of any existing, pending or threatened action by any local, state or federal government authority and of any third party claims of which Grantor is aware, arising out of contamination of the Property by Substances. If in the reasonable belief of Beneficiary, such contamination has occurred or is likely to occur, Beneficiary shall have the right, but not the duty or obligation, at reasonable times, to conduct or cause to be conducted, at Grantor's expense, inspections, assessments, and testing regarding such contamination.

g) Grantor hereby indemnifies and holds Beneficiary harmless from any and all liability suffered by Beneficiary, including court costs and attorneys' fees, as a result of a breach by Grantor of the above representations or any actual or alleged violation of any applicable environmental law with respect to the Property. The provisions of this paragraph shall survive the payment of the indebtedness secured hereby and the release of this Deed of Trust, whether by foreclosure or otherwise and shall apply to all acts, omissions or events arising prior to the time Beneficiary acquires title and possession of the Property.

31. Professional Fees. Grantor agrees, upon demand, to pay to Beneficiary all reasonable costs and expenses incurred by Beneficiary, including the reasonable fees and expenses of outside counsel, outside auditors, environmental engineers, environmental auditors, engineers, appraisers, surveyors, property managers, financial advisors, trustees, receivers, or any other experts or agents, in connection with (i) the administration of this Deed of Trust or other Loan Documents (as defined

in the Loan Agreement); (ii) the preparation, execution and delivery of this Deed of Trust or other Loan Documents (as defined in the Loan Agreement) and any amendments, modifications, renewals or supplements thereto; (iii) the enforcement of this Deed of Trust or other Loan Documents (as defined in the Loan Agreement), whether by negotiations, legal proceedings or otherwise; (iv) the defense of any claim, action, cause of action or counter-claim, whether by negotiations, legal proceedings or otherwise, brought or asserted by the Grantor or any other person against Beneficiary in connection with or relating to this Deed of Trust or other Loan Documents (as defined in the Loan Agreement); (v) the custody, preservation, use or operation of, the sale of, collection from or other realization upon, any of Beneficiary's collateral securing the indebtedness evidenced or secured hereby or related hereto; (vi) the collection of the indebtedness evidenced or secured by this Deed of Trust or related to this Deed of Trust or other Loan Documents (as defined in the Loan Agreement); or (vii) the failure by Grantor to perform or observe any of the provisions of this Deed of Trust or other Loan Documents (as defined in the Loan Agreement). Any provisions of the Deed of Trust or other Loan Documents (as defined in the Loan Agreement) providing for the payment of "attorneys' fees," "reasonable attorneys' fees" or other words or provisions of similar import, shall mean attorneys' and paralegal fees incurred based upon the usual and customary hourly rates of the attorneys and paralegals involved for time actually spent by such attorneys and paralegals and without giving effect to any statutory presumption that may then be in effect and including that under N.C.G.S. § 6-21.2.

32. Time is of the Essence. Grantor agrees that where, by the terms of this conveyance or the indebtedness secured by this Deed of Trust, a day is named or a time fixed for the payment of any sum of money or performance of any covenant or promise, the time stated enters into the consideration and is of the essence.

33. Default under Other Lien. If any portion of the Property is subject to another lien, whether superior or inferior in priority to the lien of this Deed of Trust, default in any payment due under such lien will automatically cause a default in this Deed of Trust whether payments on the obligations secured by this Deed of Trust are current or not.

34. Release. When Grantor has satisfied all covenants and agreements set forth in the Note, Loan Agreement, Loan Documents (as defined in the Loan Agreement), and this Deed of Trust, Beneficiary shall execute and deliver to Grantor, or enter upon the Note and the recorded copy of this Deed of Trust, a cancellation and release of all obligations contained in this Deed of Trust.

35. Negative Pledge: Transfer or Further Encumbrance of the Property. If Grantor shall sell, convey, lease, assign, exchange, pledge, mortgage, hypothecate or transfer any interest in the Property (it being understood that a transfer of interest in Grantor or a change in the present composition of the partners of Grantor, if Grantor is a partnership, a change in the present corporation of the members of Grantor, if Grantor is a limited liability company, or any change in the stock ownership of Grantor, if Grantor is a corporation, or in any corporate partner or member shall be and the same is deemed to be a transfer of the Property) without the prior written consent of Beneficiary, which consent may be withheld in the sole and absolute discretion of Beneficiary, the same shall constitute an event of default under this Deed of Trust. In the event of any such sale, conveyance, lease, assignment, exchange, pledge, mortgage, hypothecation or transfer for which the written consent of Beneficiary has not been first obtained, Beneficiary shall have the right to declare all indebtedness secured by this Deed of Trust to be immediately due and payable.

Grantor acknowledges that Beneficiary, in determining whether or not to make the loan secured hereby, examined the qualifications and creditworthiness of Grantor, found them to be acceptable, and relied and will continue to rely upon the same as the means of repayment of the loan. Grantor also acknowledges that Beneficiary evaluated the background and experience of Grantor in owning and operating property such as the Property, found them acceptable and relied and will continue to rely upon the same as the means of maintaining the value of the Property which is Beneficiary's security for the loan. Grantor acknowledges that it is a business person or entity well-experienced in borrowing money and owning and operating property such as the Property, was ably represented by licensed attorneys-at-law in the negotiation and documentation of the loan secured hereby and bargained at arm's length, in good faith, and without duress of any kind for all of the terms and conditions of the Note, this Deed of Trust and the other Loan Documents (as defined in the Loan Agreement), including this Section. Grantor further recognizes that any secondary or junior financing placed upon the Property (a) may divert funds which would otherwise be used to pay the indebtedness secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrancer which would force Beneficiary to take measures and incur expenses to protect its security; and (c) would impair Beneficiary's right to accept a deed in lieu of foreclosure from Grantor, as a foreclosure by Beneficiary would be necessary to clear the title to the Property.

In accordance with the foregoing and for the purposes of (i) protecting Beneficiary's security, both of repayment by Grantor and of the value of the Property; (ii) giving Beneficiary the full benefit of its bargain and contract with Grantor; and (iii) keeping the Property free of subordinate financing liens, Grantor agrees that if anything in this Section be deemed a restraint on alienation, that it is a reasonable one and that except as otherwise herein provided any sale, conveyance, lease, assignment, exchange, pledge, mortgage, hypothecation, further encumbrance or other transfer of title to the Property or any interest therein (whether voluntary or by operation of law) without Beneficiary's prior written consent shall be an event of default hereunder. For the purpose of illustrating, and without limiting the generality of, the preceding sentence, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Property and therefore an event of default hereunder:

a) any sale, conveyance, lease, assignment, exchange, pledge, mortgage, hypothecation, further encumbrance or other transfer of, or the grant of a security interest in, all or any part of the Property; or

b) any sale, conveyance, assignment, exchange, pledge, mortgage, hypothecation, encumbrance or other transfer of, or the grant of a security interest in, any partnership interest of any partner or any membership interest of any member; or

c) any change in the present composition of Grantor or its partners, members or shareholders (as the case may be).

Any waiver by Beneficiary of a default by Grantor under this Section shall not constitute a waiver of any right, remedy or power of Beneficiary upon a subsequent event of default by Grantor under this Section, and any consent to any one sale, conveyance, lease, assignment, exchange, pledge, mortgage, hypothecation, further encumbrance or other transfer as hereinbefore enumerated shall not be deemed a consent to any subsequent such act.

If Grantor sells or transfers any of its interest in the Property without the prior written consent of Beneficiary, Beneficiary or its successors and/or assigns may declare the entire balance secured

by this Deed of Trust immediately due and payable or, at its sole option, may increase the Interest Rate (as the term "**Interest Rate**" is defined in the Note) being charged under the Note up to the Default Rate as defined in the Loan Agreement and Note, and may require (i) payment of a reasonable transfer fee and (ii) reimbursement for all expenses, legal and otherwise, incurred by Beneficiary including all other expenses contemplated by the Loan Agreement.

For the purpose of the foregoing paragraphs, the term "sell or transfer" shall include, in addition to the common and ordinary meanings of those terms and without limiting their generality, transfers made to a subsidiary or affiliated entity of Grantor, transfers to a reconstituted general or limited partnership, transfers made by a partner or member to the individual partners or members or vice-versa, transfers made by a partner to other partners or to third parties, transfers made by a member to other members or to third parties, transfers by any corporation or its stockholders or vice-versa, any corporate merger or consolidation and transfers made by any individual to any other individual or any entity, or vice-versa.

Notwithstanding the above, the term "sell, convey, lease, assign, exchange, pledge, mortgage, hypothecate or transfer" the Property shall not include a sale or transfer of any membership interest of any member of the Grantor due to the insolvency, death, mental incapacity or marital separation and settlement of any of the members of the Grantor.

It is expressly provided that, anything in this Section to the contrary notwithstanding, that there shall be no secondary financing during the term of this Deed of Trust and no subordinate debt instrument of any kind or other encumbrance without Beneficiary's prior written approval.

The Beneficiary shall be entitled, at its option, to void and rescind any sale, transfer, lease, pledge, mortgage or encumbrance violating this Section or any other transfer or encumbrance in violation of this Section.

36. Descriptive Headings. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Grantor, Trustee, or Beneficiary.

37. Interpretation. No provision of this Deed of Trust shall be interpreted for or against any the Grantor, Trustee, or Beneficiary because that party or that party's counsel drafted the particular provision or this Deed of Trust.

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IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if a corporation, limited liability company, or partnership, has caused this instrument to be signed in its name by its corporate officer, manager, general partner, or authorized agent, the day and year first above written.

1830 SAND HILL LLC, a North Carolina limited liability company

By: _____ (SEAL)
Steve Peek, as its sole Member and sole Manager

STATE OF NORTH CAROLINA, COUNTY OF BUNCOMBE

I, Lyman J. Gregory, III, a Notary Public in and for the aforesaid state and county, hereby certify that Steve Peek personally appeared before me this day and acknowledged being the sole Member and sole Manager of 1830 Sand Hill LLC, a North Carolina limited liability company, and being authorized to do so, executing the foregoing on behalf of 1830 Sand Hill LLC.

Witness my hand and Notarial Seal, this September 11, 2026.

LYMAN J. GREGORY, III NOTARY PUBLIC BUNCOMBE CO., N.C.

_____
Notary Public

Printed Name: Lyman J. Gregory, III

My Commission expires: Mar. 21, 2028

EXHIBIT A
Legal Description

Being all of Lot 66 of West Asheville Estates as shown on that plat recorded in Plat Book 198, at Page 124 of the Buncombe County, NC Register's Office; reference to which Plat is hereby made for a more particular description of said Property.

AND BEING all that property conveyed to Jawa Heights, LLC, a North Carolina limited liability company as described in that certain deed recorded in Book 6372, at page 273 of the Buncombe County, NC Register's Office.