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YORK COUNTY, SC	
2025031562	MORTGAGE
RECORDING FEES	\$25.00
STATE TAX	\$0.00
COUNTY TAX	\$0.00
09-18-2025	08:08:13 AM
BK:RB 22142	PG:234-250

STATE OF SOUTH CAROLINA

COUNTY OF YORK

MORTGAGE AND SECURITY AGREEMENT (THIS MORTGAGE SECURES FUTURE ADVANCES)

This record, in addition to covering other property: ☐ covers timber to be cut; ☐ covers as-extracted collateral; ☒ is filed as a fixture filing and covers goods that are or are to become fixtures. The real property to which the foregoing is related is described hereinbelow. The "Secured Party" is the Beneficiary identified below and the "Debtor" is the Mortgagor identified below. The record owner is: **PRIMAX PROPERTIES, LLC**. The Debtor's Jurisdictional ID Number is: N/A. This document serves as a fixture filing under the South Carolina Uniform Commercial Code (S.C. Code § 36-9-502).

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is made and entered into as of this 17th day of September, 2025, by and between **PRIMAX PROPERTIES, LLC**, a North Carolina limited liability company (the "Mortgagor" or "Borrower" whether one or more in number, a corporation, partnership, or an individual), whose address is 1100 E. Morehead Street, Charlotte, North Carolina 28204, and **PINNACLE BANK**, a Tennessee bank (hereinafter called the "Beneficiary" or "Mortgagee"), whose address is 1420 East 3rd Street, Charlotte, North Carolina 28204, as Mortgagee and owner and holder of a promissory note dated of even date herewith in the original principal amount of Three Million Two Hundred Thousand and No/100 Dollars (\$3,200,000.00), maturing on and with the last installment of principal or interest due in accordance with the terms of that certain Construction Loan Agreement dated of even date herewith between Borrower and Mortgagee (the "Loan Agreement").

AND WHEREAS, buildings or improvements on the Property are in the process of construction or repair, or to be erected or repaired;

AND WHEREAS, the Mortgagee has agreed to make the loan herein described (the "Loan") to be paid over to said Mortgagor in installments as the work progresses, the time and amount of each advancement to be at the sole discretion and upon the estimate of the Mortgagee, so that when all of the work on the Property shall have been completed to the satisfaction of the Mortgagee, the Mortgagee shall then pay over to Mortgagor any balance necessary to complete the full loan in the amount of Three Million Two Hundred Thousand and No/100 Dollars (\$3,200,000.00);

AND WHEREAS, Mortgagor has executed and delivered to Mortgagee a promissory note in the face amount of Three Million Two Hundred Thousand and No/100 Dollars (\$3,200,000.00) dated September 17, 2025 (hereinafter called the "Mortgagor Note" or the "Note"); the final due date of payment of which is September 17, 2030 (the "Maturity Date") if not sooner paid.

AND WHEREAS, the maximum principal amount of present and future obligations which may be incurred under the Loan Agreement and secured by this Mortgage shall not exceed Three Million Two Hundred Thousand and No/100 Dollars (\$3,200,000.00), all such future obligations to be incurred on or before the day which is twenty (20) years from the date of this Mortgage.

AND WHEREAS, the amount of present obligations secured by this Mortgage is Zero and No/100 Dollars (\$0.00);

AND WHEREAS, the Mortgagor desires to secure (i) payment and performance of all of Mortgagor's obligations, covenants and agreements under the Loan Agreement relating to obligations by Borrower to Mortgagee and its affiliates which are incurred within twenty (20) years after the date hereof, including, without limitation, present and future advances, and reimbursement obligations for draws made under Letters of Credit issued by Mortgagee on behalf of Mortgagor, (ii) all other obligations, now or later existing of the Borrower to the Mortgagee and its affiliates, (iii) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage or to protect the rights of the Mortgagee hereunder, and (iv) the performance of the covenants and agreements of the Mortgagor contained herein, by a conveyance of the lands and a grant of the security interests hereinafter described (collectively (i) through (iv) are called the "Obligations");

NOW, THEREFORE, in consideration of the premises and for the purposes aforesaid, and in further consideration of the sum of One Dollar (\$1) paid to the Mortgagor by the Mortgagee, receipt of which is hereby acknowledged, and intending to be legally bound, the Mortgagor has given, granted, bargained, sold, and conveyed, and by these presents does give, grant, bargain, sell, mortgage and convey unto the Mortgagee, its successors and assigns the following described parcel of land and all improvements now or hereafter located thereon, lying and being in or near York County, State of South Carolina, and more particularly described on Exhibit A attached hereto and incorporated by reference.

Such parcel of land together with all structures, buildings and other improvements (hereinafter called the "Improvements"), now or hereafter located thereon being hereinafter called the "**Property.**"

TOGETHER WITH all fixtures, equipment and other articles of personal property now owned by the Mortgagor and located in or upon the Property, or hereafter acquired and located thereon and used in connection with the operation and maintenance of the Property (hereinafter called the “**Collateral**”).

TO HAVE AND TO HOLD the Property and Collateral, with all the rights, privileges, and appurtenances thereunto belonging or appertaining to the Mortgagee, his heirs, successors and assigns, in fee simple forever, upon the trusts and for the uses and purposes hereinafter set out;

And the Mortgagor covenants with the Mortgagee that it is seized of the Property and Collateral in fee and has the right to convey the same in fee simple; that title is marketable and free and clear of all encumbrances, except as set forth on the title insurance loan policy proforma issued by Chicago Title Insurance Company in favor of Mortgagee in connection with the Loan; and that it will warrant and defend the title to the Property and Collateral against the lawful claims of all persons whomsoever. The Mortgagor warrants the title to the mortgaged Property, and confirms and ratifies that the full amount owed as described above is secured by the Mortgage.

THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST, that if the Mortgagor shall satisfy the Note and pay the Obligations in accordance with their terms, together with interest thereon, and any renewals, extensions, modifications, amendments, substitutions or replacements thereof in whole or in part, shall pay all sums advanced hereunder to protect the security of this Mortgage or the rights of the Mortgagee, together with interest thereon, and shall comply with all the covenants, terms and conditions of this Mortgage and the Note, then this conveyance shall be null and void and may be canceled of record at the request and at the cost of the Mortgagor.

If applicable, this Mortgage is a “construction mortgage” within the meaning of Section 9-313 of the Uniform Commercial Code and/or is given to secure advances made in order to pay toward, or to provide funds to the Mortgagor to pay toward all or part of the cost of completing any erection, construction, alteration or repair of any part of the Property.

This Mortgage is made pursuant to the Loan Agreement between the Mortgagor and the Mortgagee bearing even date, and is subject to all the provisions of that Loan Agreement as if they were fully set forth herein and made part of this Mortgage.

Section 1. FUTURE ADVANCES. This is a Mortgage for future advances as provided in Section 29-3-50 of the Code of South Carolina Code of Laws (1976), as amended from time to time, or any successor statute (“S.C. Code”); and this Mortgage and the parties hereto shall be subject to such statute and receive all of the rights, privileges and benefits afforded by such statute. In accordance with S.C. Code § 29-3-50, the total principal amount of existing indebtedness and future advances outstanding under the Obligations at any one time may not exceed the maximum principal amount of Three Million Two Hundred Thousand and No/100 Dollars (\$3,200,000.00) plus interest and any disbursements made for the payment of taxes, levies and insurance on the Property, with interest on those disbursements, plus any increase in the principal balance as the result of negative amortization or deferred interest, plus the cost of collection, including reasonable attorney’s fees. To the extent, if any, provided in the Note, interest or discount will be deferred, accrued or capitalized. The time period within which such future disbursements are to be made is the period between the date hereof and the Maturity Date.

Disbursements secured hereby shall not be required to be evidenced by a "written instrument or notation."

Section 1A. EVENTS OF DEFAULT. Subject to applicable notice and cure provisions as set forth in the Loan Agreement, the occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

(a) The Borrower's failure to pay the Obligations in accordance with the terms of the documents which evidence those Obligations or default under any of the other terms of the documents which evidence those Obligations;

(b) The Mortgagor's breach of any of the terms, conditions or covenants contained in this Mortgage or any other documents evidencing, securing or relating to the Loan;

(c) The actual or threatened demolition, injury or waste to the Property or Collateral which may impair its value;

(d) The appointment of a receiver for, or the filing of a petition of bankruptcy by or against, the Mortgagor;

(e) The Mortgagor's default in or breach of any of the terms, conditions, covenants or agreements contained in any separate assignment of leases given as additional security for the loan;

(f) The Mortgagor's default under the terms of any instrument to which this Mortgage is subordinate or which is subordinate to this Mortgage;

(g) False statement, material misrepresentation or withholding material facts by Mortgagor in any financial statement or another instrument provided by Mortgagor to Mortgagee or its agents as to any matter relied upon by Mortgagee in evaluating whether to extend financing to the Borrower and/or to accept the Note; and

(h) The receipt by Mortgagee of written notice from Mortgagor, Surety, an Affiliate or any other person, firm, corporation, or entity, stating its intent to either; (i) subordinate the lien of this Mortgage, in whole or in part, to a lien or encumbrance on the Property; or (ii) limit the indebtedness secured by this Mortgage.

Section 2. REMEDIES UPON DEFAULT. Upon the occurrence of an Event of Default, the Mortgagee shall have the following rights and remedies:

(a) The Mortgagee shall have the right, at its option, to declare all Obligations to be immediately due and payable, whereupon the same shall become immediately due and payable, regardless of the maturity date thereof.

(b) Upon the occurrence of an Event of Default under Section 1A or any other event defined in this Mortgage as an "Event of Default", or the occurrence of an event which, with the giving of notice or a lapse of time, or both, would become an Event of

Default hereunder, Beneficiary is authorized and shall have the power to foreclose this Mortgage through one or more suits at law, proceedings in equity or any other proceedings relating to foreclosure of mortgages or collection of indebtedness secured by a mortgage which are permissible at the time of the occurrence of the Event of Default (or the event which, with the giving of notice or a lapse of time, or both, would become an Event of Default), including power of sale if such remedy is available or becomes available or judicial foreclosure, without declaration of such option and without notice to Mortgagor, unless notice is required by applicable law. In any proceeding to foreclose this Mortgage or otherwise to collect on the indebtedness and obligations secured hereby, Beneficiary may sell or cause to be sold at one or more sales the Property (together with the Collateral if Beneficiary so chooses), or such part or parts thereof or interests therein as Beneficiary may select, in order to pay the Obligations and all other indebtedness and obligations secured hereby, together with all expenses of sale and of all proceedings in connection therewith, including reasonable attorneys' fees actually incurred and all costs of such sale or sales.

(c) In furtherance of the provisions in (b) above and in order to provide Beneficiary the widest possible discretion permitted by law with respect to all aspects of any sale or sales – which Mortgagor agrees Beneficiary is entitled, in the event of any sale under this Mortgage pursuant to any order in any judicial proceedings or otherwise, the Property may be sold as an entirety or in separate parcels at one or more sales and in such manner or order as Beneficiary in its sole discretion may elect, and if Beneficiary so elects, Beneficiary may sell the Collateral covered by this Mortgage with the Property, or at one or more separate sales in any manner permitted by the Uniform Commercial Code of the State of South Carolina, and one or more exercises of the rights and remedies herein granted shall not extinguish nor exhaust such rights and remedies until the entire Property is sold or the Obligations and other indebtedness and obligations secured hereby are paid in full. Without limiting the foregoing, but in furtherance thereof, if the Obligations or any of them, or any of the other indebtedness or obligations secured hereby are secured by any other mortgage, deed to secure debt, deed of trust, security deed, security agreement, pledge, assignment, guaranty or other supporting obligation or other security document, Beneficiary may at its option exhaust the remedies granted under any of said security documents either concurrently, alternately, successively or independently, and in such order and at such time or times as Beneficiary may determine in its discretion.

(d) Unless a different order of application is mandated under applicable law, proceeds derived from any sale as provided above shall be applied to pay, first, costs and expenses of the foreclosure proceeding, including court costs, reasonable attorneys' fees and fees of legal assistants, fees of other professionals such as accountants, reasonable auctioneers' fees if such expenses have been incurred, and any other expenses or advances made or incurred in the protection of the rights of Beneficiary or in the pursuit of any remedy hereunder; second, to taxes and assessments due and unpaid, if Beneficiary deems it appropriate to do so; third, to the payment of any indebtedness and other obligations (including, without limitation, principal, interest, fees, premiums, penalties, charges and costs and expenses on the Obligations) secured by this Mortgage in such order as may be directed by Beneficiary; and fourth, the balance, if any, to the person or persons entitled

thereto, or if a conflict exists as to the person or persons entitled thereto, the same shall be held by or paid to the appropriate court in the county in which the foreclosure was held.

(e) Upon any foreclosure sale or sales of all or any portion of the Property or Collateral as provided herein, Beneficiary may bid for and purchase the Property and Collateral through a credit bid against the Obligations and other indebtedness and obligations secured hereby, or otherwise.

(f) Mortgagor acknowledges that in any foreclosure proceeding or thereafter, Beneficiary may seek a deficiency judgment against Mortgagor pursuant to S.C. Code § 29-3-660 or other applicable law.

(g) The exercise by the Mortgagee of any right or remedy granted to the Mortgagee in law or equity or by this or any other document shall not be deemed an irrevocable election of remedies thereby precluding the Mortgagee from exercising or pursuing any other right or remedy granted to the Mortgagee under this or any other document or at law or in equity. All remedies contained herein or in any other separate agreement executed contemporaneously with the execution of this Mortgage are intended to be cumulative.

(h) The holders of this Mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver of the rents and profits of the said Property without notice, as a matter of right, without consideration of the value of the mortgaged Property as security for the amounts due the Mortgagee, or the solvency of any person or persons liable for the payment of such amounts.

(i) That in case of sale under foreclosure, the mortgaged Property may be sold in one parcel.

Section 3. APPLICATION OF PROCEEDS. Proceeds derived from the exercise of either the power of sale, foreclosure of the Property or the collection of rents and profits shall be applied to pay, **first**, costs and expenses, reasonable attorney's fees actually incurred by the Mortgagee, using standard hourly rates (determined without giving effect to any statutory presumption) for legal services actually performed, and reasonable auctioneer's fees if such expenses have been incurred and any other expenses or advances made or incurred in the protection of the rights of the Mortgagee or in the pursuit of any remedy hereunder; **second**, to taxes and assessments due and unpaid, if the Mortgagee deems it appropriate to do so; **third**, to the payment of Obligations (including principal and interest on the Note) secured by this Mortgage; and **fourth**, the balance, if any, to the person or persons entitled thereto.

Section 4. PAYMENT OF AMOUNTS DUE UNDER THE NOTE. The Mortgagor covenants and agrees that it will pay when due the principal and interest on all Obligations in accordance with the Note and the other documents which secure or evidence the Obligations. The Mortgagor promises to pay the principal and interest on the Note when due and payable, plus all other indebtedness secured by this Mortgage.

Section 5. PAYMENT OF TAXES, ASSESSMENTS AND OTHER AMOUNTS; MAINTENANCE OF INSURANCE.

(a) The Mortgagor covenants and agrees that it will pay, prior to delinquency, all taxes, assessments, levies and charges upon or against the Property and Collateral, of every character which are now due or which may hereafter become liens thereon, including all taxes assessed against the Mortgagee on this instrument or the sum hereby secured or evidenced by the Note, provided the amount of such latter taxes with the interest on the sum hereby secured does not exceed the maximum contract rate permitted by law, but if it does, the excess to be paid by the Mortgagee; and immediately deliver to the Mortgagee official receipts therefor. The Mortgagee may, at its option, pay any such taxes, assessments, levies, or charges against the Property or Collateral, and the official receipts therefor shall be conclusive evidence of payment, the amount due and validity thereof. Any amounts so expended shall immediately become debts due by the Mortgagor payable on demand, shall bear interest at the rate specified in the Note, and their payment shall be secured by this Mortgage.

(b) The Mortgagor covenants and agrees that it will keep the Improvements and Collateral now or hereafter on the Property insured against loss and damage by fire, tornado and windstorm, and against such other hazards as the Mortgagee may require, including business interruption (if required by the Mortgagee), in amounts satisfactory to the Mortgagee, plus an amount sufficient to prevent any co-insurance liability of the owner of the Property or the Mortgagee, for the benefit of the Mortgagee, loss, if any, to be made payable in the policy or policies of insurance to the Mortgagee as its interest may appear, the loss payable clauses to be in such form as the Mortgagee may require. All insurance shall be in companies approved by the Mortgagee, the policies and renewals thereof shall, when issued, be immediately delivered to the Mortgagee to be held by it, and all insurance shall provide for at least ten (10) days prior written notice of cancellation to Mortgagee. The Mortgagor will pay all premiums for such insurance when due and immediately deliver to the Mortgagee official receipts therefor. In the event of loss, the Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by the Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment of such loss directly to the Mortgagee, instead of to the Mortgagor and the Mortgagee jointly. Subject to the provisions of the Loan Agreement, the proceeds of any insurance, or any part thereof, may be applied by the Mortgagee, at its option, either to the reduction of the Obligations secured hereby in such order as it may elect, or to the restoration or repair of the property damaged. If the Mortgagor fails or refuses to keep such property so insured, the Mortgagee may obtain such insurance without prejudice to its right to foreclose hereunder by reason of such default. The Mortgagee may, at its option, pay any such insurance premiums. The official receipt for such payment shall be conclusive evidence of the payment, the amount due and the validity thereof. Any amounts so expended shall immediately become debts due by the Mortgagor, shall bear interest at the rate specified in the Note, and their payment shall be secured by this Mortgage. Notwithstanding any provision to the contrary contained in any of the documents securing or evidencing the Note, Mortgagor shall not be required to obtain casualty insurance on the mortgaged real property in excess of the replacement cost of the buildings or appurtenances on the mortgaged premises in violation of § 29-3-70 of the South Carolina Code.

(c) Mortgagor agrees that in the event that mortgage recording tax is required for any reason whatsoever, Mortgagor will pay said tax on demand to Mortgagee; and if Mortgagor fails to pay said tax, the Mortgagee may pay same; the amounts paid by the Mortgagee, plus interest at the rate set forth in the Note from the date of payment, shall be deemed to be secured by this Mortgage and shall be collected in like manner as the principal monies.

Section 6. MAINTENANCE OF THE PROPERTY. The Mortgagor covenants and agrees that it will not commit or permit any waste to the Property or Collateral, and will keep the Property and Collateral in as good order, repair, and condition as it is now, reasonable wear and tear excepted and as otherwise contemplated by the Loan Agreement. Subject to the provisions of the Loan Agreement, the Mortgagee shall have the right to inspect the Property and Collateral at all reasonable times, and access thereto shall be permitted for that purpose to it or its authorized agents. Such inspection may include, but not be limited to, such investigation as Mortgagee in its sole discretion believes necessary to determine the nature and extent of any actual or potential environmental risks, damages, liabilities or contamination relating to the Property. In the event that such investigation reveals any matter constituting a breach of representation or warranty made by Mortgagor to Mortgagee, then the costs of such investigation shall be reimbursed to Mortgagee by Mortgagor.

Section 7. ASSIGNMENT OF RENTS, LEASES AND PROFITS.

(a) As further security for the Note and the payment of the Obligations and for the faithful performance of all the covenants, agreements, terms and provisions of this Mortgage, the Mortgagor hereby sells, transfers and assigns unto the Mortgagee all the Mortgagor's right, title and interest in and to the rents, issues, profits, revenues, royalties, rights and benefits from the Property. To that end, the Mortgagor hereby assigns and sets over unto the Mortgagee all leases of all or part of the Property now made, executed or delivered, whether written or verbal, or to be hereafter made, whether written or verbal (hereinafter referred to individually and collectively as "Tenants' Leases"). The Mortgagor hereby authorizes and empowers the Mortgagee to collect these rents, issues, profits, revenues, royalties, rights and benefits as they shall become due and hereby directs each and all of the tenants of the Property to pay such rents, as may now be due or shall hereafter become due, to the Mortgagee, upon demand for payment thereof by the Mortgagee. No such demand shall be made unless and until there has been a default under the Note, or the occurrence of an Event of Default under this Mortgage, or pursuant to any related loan documents. Until such demand is made, the Mortgagor is authorized by the Mortgagee to collect or continue collecting such rents, issues, profits, revenues, royalties, rights and benefits; provided, however, the Mortgagor shall not collect any rents more than one month in advance without the prior written consent of the Mortgagee.

(b) The Mortgagor covenants and agrees: (i) that it will promptly and fully keep, perform and comply with all the terms, provisions, covenants, conditions and agreements imposed upon or assumed by it as landlord (or similar designation) under the Tenants' Leases, and (ii) that it will not do, permit anything to be done, or omit or refrain from doing anything, the doing or omission of which will give any tenant a right to terminate any of the Tenants' Leases.

(c) If the Mortgagor shall, in any manner, fail in any of the above covenants and agreements, the Mortgagee may (but shall not be obligated to) take any action the Mortgagee deems necessary or desirable to prevent or cure any default by the Mortgagor in the performance of or compliance with any of the Mortgagor's covenants or obligations under any of the Tenants' Leases. The Mortgagee shall have the right to enter upon the Property to such extent and as often as the Mortgagee, in its sole discretion, deems necessary or desirable in order to prevent or cure any such default by the Mortgagor. The Mortgagee may expend such sums of money as the Mortgagee, in its sole discretion, deems necessary for any such purpose. The Mortgagor hereby agrees to pay to the Mortgagee, immediately upon demand, all sums so expended by the Mortgagee, together with interest thereon from the date of each such payment at the rate provided for in the Note. All sums so expended by the Mortgagee, and the interest thereon, shall be secured by this Mortgage. The Mortgagor will give the Mortgagee immediate notice by certified mail of any notice of default or notice of cancellation received from any tenant.

Section 8. CONDEMNATION. Subject to the rights of Mortgagor contained in the Loan Agreement, in the event of condemnation of the Property or any part thereof, the Mortgagee may take such action as it deems necessary, in its sole discretion, to maintain the adequacy of the value of the Property given to secure the Obligations, which action may include, but not be limited to, the following:

(a) Require the Mortgagor to provide additional or substitute property acceptable to the Mortgagee to secure the Note.

(b) Require the Mortgagor to pay an amount at least equal to the award paid for such taking to be applied to the Obligations secured hereby in such order as it may elect, notwithstanding that the Obligations may not then be due and payable.

(c) Take assignment of any award paid for such taking, and in such event, the Mortgagee is hereby authorized and empowered (but not required) to collect and receive such award and is authorized to apply it in whole or in part in reduction of the then outstanding debt secured by this Mortgage notwithstanding that the debt may not then be due and payable.

Any amounts so applied to principal shall be applied to the principal last maturing hereon. If Mortgagor fails to comply with the provisions of this Section 8, the Mortgagee may, at its option, declare all Obligations to be immediately due and payable.

Section 9. SALE OR TRANSFER OF PROPERTY; JUNIOR LIENS. Subject to the rights of Mortgagor contained in the Loan Agreement, if all or any part of the Property, or any interest or estate therein, is sold, further encumbered or otherwise transferred by Mortgagor (including without limitation by way of mortgage, deed of trust, or declaration of trust), without the Mortgagee's prior written consent, the Mortgagee at its option may declare all Obligations with interest thereon to be immediately due and payable without regard to the date of maturity of the obligation to pay any such sum; provided, however, that the Mortgagee may waive this right of acceleration and permit the assumption of the obligations secured hereby on such terms and conditions as it may deem appropriate. If the Mortgagor is a limited liability company, the

aggregate transfer(s) of control in the Mortgagor whereby persons or entities not owning on the date hereof, singly or in the aggregate, 50% or more of the membership interest of such Mortgagor, become the owner(s), singly or in the aggregate, of 50% or more of such membership interest, shall be deemed a sale of the Property for the purposes of this Section; if the Mortgagor is a limited or general partnership, any change in general partnership interest(s) in the Mortgagor shall be deemed a sale of the Property for the purposes of this Section; provided, however, no change in general partnership interest(s) or transfer of membership interest occasioned by devise, descent or operation of law upon the death of a member or a general partner, as the case may be, shall constitute a sale of the Property for the purposes of this Section. The Mortgagor hereby covenants to give the Mortgagee notice by certified mail of any sale, further encumbrance or transfer of the Property, as contemplated by this Section, within ten (10) days after the occurrence of such sale, further encumbrance or transfer.

Section 10. SECURITY AGREEMENT.

(a) This Mortgage shall constitute a security agreement with respect to all Collateral of the Mortgagor now owned or hereafter acquired and located upon the Property and used in the operation and maintenance of the Improvements. The Mortgagor hereby grants to the Mortgagee a security interest in the Collateral including, without limitation, all boilers, all heating, air conditioning and ventilating components and systems, all lighting, electrical power, plumbing, sprinkler and water components and systems, all carpets, wall coverings, screens and drapes, all mechanical and hydraulic components and systems and all appliances (including stoves, ranges, refrigerators, disposals, dishwashers, washers and dryers, trash compactors and similar appliances) located on and used in connection with the operation or maintenance of the Improvements.

(b) With respect to those items of the Collateral which are or are to become fixtures related to the Property, this Mortgage shall constitute a financing statement filed as a fixture filing. The lien upon fixtures granted herein and perfected hereby shall be in addition to and not in lieu of any lien upon fixtures acquired under real property law.

Section 11. HAZARDOUS MATERIALS.

(a) Mortgagor represents and warrants that, to the best of Mortgagor's knowledge, without independent investigation except for those environmental reports obtained by Mortgagor and provided to Mortgagee, (i) there are no Hazardous Materials (hereinafter defined) on the Property, except those in compliance with all applicable federal, state and local laws, ordinances, rules and regulations, and (ii) no owner or occupant nor any prior owner or occupant of the Property has received any notice or advice from any governmental agency or any source whatsoever with respect to Hazardous Materials on, from or affecting the Property. Mortgagor covenants that neither Mortgagor nor any occupant of the Property shall use, transport, store, dispose of or in any manner deal with Hazardous Materials on the Property, except to the extent that such use, transport, storage or disposal shall be necessary and proper for the Mortgagor to use the Property and carry out the activities set forth in the loan application, commitment letter, if any, or any separate loan agreement or other agreement executed concurrently with this Mortgage, provided that such use, transport, storage, disposal or handling of Hazardous Materials on

the Property shall be in compliance with all applicable federal, state and local laws, ordinances, rules and regulations. Mortgagor shall not, without prior notice to Mortgagee, engage in any use or activity on the Property which results in initial use or increased use, as the case may be, of Hazardous Materials on the Property which were not disclosed to the Mortgagee or described in the loan application, commitment letter, if any, or separate loan agreement or other agreement executed concurrently with this Mortgage. Mortgagor shall comply with, and ensure compliance by all occupants of the Property with all applicable federal, state and local laws, ordinances, rules and regulations, and shall keep the Property free and clear of any liens imposed pursuant to such laws, ordinances, rules or regulations. In the event that Mortgagor receives any notice or advice from any governmental agency or any source whatsoever with respect to Hazardous Materials on, from or affecting the Property, Mortgagor shall immediately notify Mortgagee. Mortgagor shall promptly conduct and complete all investigations, studies, sampling, and testing, and all remedial actions necessary to clean up and remove all Hazardous Materials from the Property in accordance with and to the extent required by all applicable federal, state, and local laws, ordinances, rules and regulations. Mortgagor further covenants that it will promptly notify Mortgagee of any discharge or release of Hazardous Materials on, from or affecting the Property or of any change in the nature or extent of any Hazardous Materials, substances or wastes maintained on, in or under the Property or used in connection therewith, and will transmit to Mortgagee copies of any citations, orders, notices or other governmental or other communication received with respect to any other Hazardous Materials, substances, wastes or other environmentally regulated substances affecting the Property. The term "Hazardous Materials" as used in this Mortgage shall include, without limitation, gasoline, petroleum products, explosives, radioactive materials, polychlorinated biphenyls or related or similar materials, asbestos or asbestos-containing materials or any other substance or material defined as a hazardous or toxic substance or material by any federal, state or local law, ordinance, rule, or regulation. Mortgagor's violation of any covenant, representation, or warranty within this Section shall be an Event of Default, and Mortgagee may pursue all rights and remedies to which it is entitled as set forth in this Mortgage.

(b) Mortgagor shall protect, defend, indemnify and save harmless Mortgagee from and against all liabilities, obligations, claims, damages, penalties, causes of action, response and clean up costs, and other costs and expenses (including without limitation reasonable attorneys' fees and expenses), imposed upon or incurred by or asserted against Mortgagee by reason of (i) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any Hazardous Materials (as defined above in this Section) on, from, or affecting the Property or any other property; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials; or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities which are based upon or in any way related to such Hazardous Materials, including, but not limited to, the following laws: the Comprehensive Environmental Response, Compensation, and Liability Act; the Resource Conservation and Recovery Act; the Clean Water Act; the Toxic Substances Control Act; including, without limitation, the costs and expenses of any remedial action, attorney and consultant fees, investigation and laboratory

fees, court costs, and litigation expenses. Any amounts payable to Mortgagee by reason of the application of this paragraph shall be secured by this Mortgage and shall become immediately due and payable and shall bear interest at the rate of interest specified in the Note from the date loss of damage is sustained by Mortgagee until paid. The obligations and liabilities of Mortgagor under this indemnification paragraph of this Mortgage shall survive any termination, satisfaction, assignment, entry of a judgment of foreclosure or delivery of a deed in lieu of foreclosure of this Mortgage, except as otherwise provided in the Loan Agreement.

(c) Notwithstanding the description of Collateral contained in this Mortgage, all Hazardous Materials (as defined in this Section) are specifically excluded from Collateral subject to this Mortgage. In addition, any and all underground storage tanks and piping located on the Property described above are specifically [check one]:

_____ included as part of the collateral. X excluded as part of the Collateral.

Section 12. NOTICES. All notices, certificates and other communications hereunder shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

if to the Mortgagee, to:	Pinnacle Bank Attention: Mark Crum 1420 East 3 rd Street Charlotte, North Carolina 28204
with a copy to:	Wanda Townsend Parker Poe Adams & Bernstein LLP 620 South Tryon Street, Suite 800 Charlotte, North Carolina 28202
if to the Mortgagor, to:	Primax Properties, LLC 1100 E. Morehead Street Charlotte, North Carolina 28204

The Mortgagor and the Mortgagee may, by written notice given hereunder, designate a different address where communications should be sent.

Section 13. MISCELLANEOUS.

(a) In the event of the subsequent passage of any law of the jurisdiction where this Mortgage is recorded deducting from the value of the land for the purposes of taxation any lien thereon, or amending in any way the laws now in force for the taxation of deeds of trust or debts secured thereby, for state or local purposes or the manner of the collection of any such taxes so as to affect the interest of the Mortgagee, all Obligations, with interest thereon, at the option of the Mortgagee, shall immediately become due, payable and collectible without notice to any party.

(b) No delay or forbearance by the Mortgagee in exercising any or all of its rights hereunder or rights otherwise afforded by law shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default as set forth herein or in the event of any subsequent default hereunder. In the event that the Mortgagee voluntarily or otherwise shall become a party to any suit or legal proceeding to protect the Property or to protect the title of the Mortgagee created by this Mortgage, the Mortgagee shall be saved harmless and shall be reimbursed by the Mortgagor for any amounts paid, including all reasonable costs, charges and attorney's fees incurred in any such suit or proceeding. These amounts together with interest on the amounts at the rate set forth in the Note shall be secured by this Mortgage and their payment enforced as if they were a part of the original debt.

(c) It is specifically agreed that the parties hereto shall in no event be deemed to have contracted for a greater rate of interest than the maximum rate permitted by law. Should a greater amount be collected, it shall be construed as a mutual mistake of the parties and the excess shall be returned to the party making such a payment.

(d) All the terms and conditions of the Commitment, if any, upon which the Note is predicated, and the Loan Agreement, pursuant to which the obligations under the Note are incurred, are incorporated by this reference and made a part hereof.

(e) The covenants, terms and conditions herein contained shall bind, and the benefits and powers shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used herein, the singular number shall include the plural, the plural the singular. If two or more parties have joined as Mortgagor, each of the parties shall be jointly and severally obligated to perform the conditions and covenants herein contained. The term "Mortgagee" shall include any payee of the indebtedness hereby secured and any transferee or assignee thereof, whether by operation of law or otherwise.

(f) The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. (S.C. Code Ann. § 29-3-680 through 760).

Section 14. GOVERNING LAW. This Mortgage shall be governed by and construed in accordance with the laws of the State of South Carolina, without reference to conflict of laws principles. TO THE EXTENT PERMITTED BY LAW, BORROWER HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY FOR ANY DISPUTE RELATED HERETO OR ARISING HEREFROM.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Mortgage is executed (i) if by individuals, by hereunto setting their hands under seal by adoption of the word "SEAL" appearing next to the individuals' names, (ii) if by a corporation, by the duly authorized officers of the corporation on its behalf under seal by adoption of the facsimile seal printed hereon for such purpose or, if an impression seal appears hereon, by affixing such impression seal, or (iii) if by a partnership, by the duly authorized partners of the partnership, or if by a limited liability company, by the duly authorized managers/or members, on its behalf under seal by adoption of the word "SEAL" appearing next to the name of the undersigned, on the day and year first above written.


Notice –Waiver of Right of Appraisal

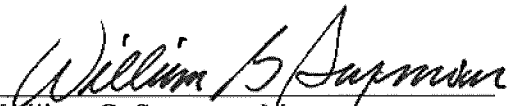
The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. **THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.**

The undersigned acknowledges receipt of written notification before this transaction that signing of a waiver of appraisal rights would be required during this transaction.

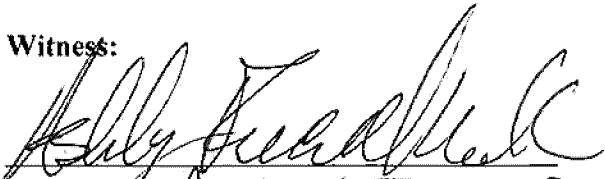
Signed, sealed and delivered in the presence of: **PRIMAX PROPERTIES, LLC,**
a North Carolina limited liability company

Witness:


Print Name: CYNTHIA A. JONES

By: 
William G. Seymour, Manager

Witness:


Print Name: ASHLEY FUNDERBURK

**Acknowledgments to
Mortgage**

State of North Carolina
County of Mecklenburg

The foregoing instrument was acknowledged before me this 26th day of June, 2025 by **William G. Seymour**, the Manager of **PRIMAX PROPERTIES, LLC**, a North Carolina limited liability company, on behalf of the limited liability company.

Elizabeth J. Garner

Notary

Print Name: ELIZABETH J. Garner

My Commission Expires: _____

My Commission Expires 7/15/2025

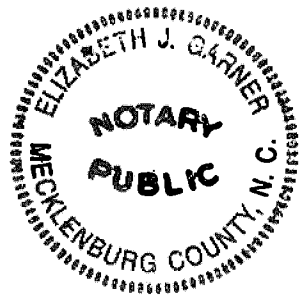


EXHIBIT A

LEGAL DESCRIPTION

All that certain piece, parcel or lot of land, with any improvements thereon, lying, being and situate on the eastern side of Mercantile Place (a variable width public right-of-way) in the Town of Fort Mill, York County, South Carolina, containing approximately **.717 ACRES**, and being shown and described as **PARCEL TC-4** on plat entitled "Final Plat of Map 1 Springfield Town Center Phase II" prepared by James C. Gray, Jr., SCPLS No. 28149, originally dated December 10, 2021, last revised April 28, 2023, recorded June 21, 2023, in **PLAT BOOK 171, PAGE 114**, Office of the Clerk of Court for York County, South Carolina, reference to which plats is hereby made for a more particular description thereof.

TAX MAP NUMBER: 020-21-01-395

Derivation: This being the same property deeded to Primax Properties, LLC by deed from Springfield Town Center, LLC via deed executed July 1, 2025 and recorded July 1, 2025 in Book 22001, Page 239 of the York County Registry.