

This Instrument Prepared By
David E. Todd
Regional Counsel
Economic Development Administration
401 West Peachtree Street, N.W.
Suite 1820
Atlanta, GA 30308-3510

DEED OF TRUST

THIS DEED OF TRUST (hereinafter referred to as the “Deed of Trust”) is made and entered into as of the _____ day of _____, 2020 by and between the County of Jackson, North Carolina a body politic and subdivision of the State of North Carolina (hereinafter “Grantor”) which has a current address of 401 Grindstaff Cove Road, STE A-207, Sylva, NC 28779, in favor of Lee H. Mertins (hereinafter referred to as “Trustee”) to secure obligations owed to the United States Department of Commerce, Economic Development Administration, a federal agency, (hereinafter referred to as (“Beneficiary” and/or “EDA”) with its principal office and place of business at 1401 Constitution Avenue, N.W. Attn: Chief Counsel, Washington, D.C. 20230, with an office at 401 West Peachtree Street, Suite 1820, Atlanta, Georgia, 30208-3510.

RECITALS

WHEREAS, Grantor has applied to, received and accepted a financial assistance award from Beneficiary under the Public Works and Economic Development Act of 1965 (41 U.S.C. § 3132 *et seq.*) (PWEDA) in the amount of Two Million, Fifteen Thousand, Three Hundred ninety-five and No/1000Dollars (\$2,015,395.00) (hereinafter the “Grant Amount”) pursuant to a Financial Assistance Award dated Septembe4 4, 20118 and bearing EDA Financial Assistance Award No. 04-01-07277 (hereinafter the “Financial Assistance Award”)

WHEREAS, pursuant to the application filed by Grantor requesting said Financial Assistance Award which includes all forms, documentation, and information submitted after the initial application (“Grant Application”) and pursuant to the Financial Assistance Award, the Grant Amount is to be used for the purpose of making improvements consisting of the construction of a three story, 55,448 square foot Health Sciences Occupation Building on the campus of Southwest Community College (hereinafter the “Project”) on the real property described in Exhibit “A”, attached hereto and made a part hereof (hereinafter the “Project Property”); and

WHEREAS, the total Project is estimated to cost Eighteen Million, Forty-three Thousand, Six Hundred fifty-nine and No/100 Dollars (\$ 18,043,659.00); and

WHEREAS, the Financial Assistance Award requires, as a condition thereto, that the Grantor grant to the Beneficiary a first priority deed of trust lien upon the Project Property and pursuant to the terms of this Deed of Trust, Grantor desires to grant a lien upon the Project Property to Beneficiary as security for the Financial Assistance Award; and

WHEREAS, twenty (20) years from the date EDA executed the Financial Assistance Award is the Estimated Useful Life of the improvements made to the Project Property pursuant to the Project; and

WHEREAS, under government-wide regulations set out at 2 CFR part 200 and EDA’s regulations government the Financial Assistance Award at 13 CFT Chapter III, any transfer or conveyance of the Project Property or any portion thereof must have the prior written approval of EDA; and

WHEREAS, pursuant to PWEDA, EDA is not authorized to permit transfer or conveyance of the Project Property to parties which are not eligible to receive a

financial assistance from the Beneficiary unless Beneficiary is repaid its share of the Federal Share as defined at 13 CFR § 314.5 ("Federal Share") or unless the authorized purpose of the Financial Assistance Award is to develop land in order to lease or sell it for a specific use, in which case the Beneficiary may authorize a lease or sale of the Project if certain conditions are met; and

WHEREAS, the aforesaid Financial Assistance Award provides the authorized purpose for which the Grant Amount may be used and provides, *inter alia*, that Grantor will not sell, mortgage, or otherwise encumber, use or alienate any right to, or interest in the Project Property (other than by a lease which has been previously approved by Beneficiary), or use the Project Property for purposes other than and different from those purposes set forth in the Financial Assistance Award and the Grant Application made by Grantor therefore, such alienation or use being prohibited by 13 C.F.R Part 314 and 2 C.F.R. Part 200; and

WHEREAS, Beneficiary and Mortgagor desire to establish an obligation for a shared first lien on the Project Property in favor of the Beneficiary pursuant to an Intercreditor Agreement of even date herewith and recorded simultaneously with this Deed of Trust in the event that the Project Property is used, transferred or alienated in violation of the Financial Assistance Award, 13 CFR part 314 or 2 CFR part 200.

NOW THEREFORE, for and in consideration of the Financial Assistance Award and for other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges to secure i.) the Grantor's obligation to faithfully comply with the terms and conditions of the Financial Assistance Award, the regulations set forth in 13 CFR Chapter III, 2 CFR part 200, ii.) to use the Project Property only for the purposes set forth in the Financial Assistance Award and/or the Grant Application and iii.) a debt, with interest thereon at the rate set forth in 31 U.S.C. § 3717, which debt shall be in the amount of the Grant Amount or the amount actually disbursed under the Financial Assistance Award or the amount of the Federal Interest in the Project Property determined pursuant to 13 CFR § 314.5 ("Federal Share") as that provision may be amended from time to time ("Indebtedness") which amount shall be determined at the sole discretion of the Beneficiary in accordance with its authorities and regulations that shall become due and payable by Grantor to Beneficiary upon the use, transfer or alienation of the Project Property in violation of the Financial Assistance Award or in violation of the regulations set for in 13 C.F.R. Chapter 314 or 2 C.F.R. part 200, as such Financial Assistance Award or regulations as may be amended from time to time provided with such Indebtedness shall be extinguished only through the full payment thereof

to the United States, Grantor has bargained, sold, given and conveyed and does by these presents bargain, sell, give grant and convey to said Trustee, the Trustee's heirs, or successors, and assigns , in trust, with power of sale, the following: the Project Property together with (i) all improvements now or hereafter situated or to be situated on the Project Property (herein together called the "Improvements"); and (ii) all right, title and interest of grantor, whether now owned or hereafter acquired, in and to (1) all streets, roads, alleys, easements, appurtenances, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, used in connection with or pertaining to the Project Property or the Improvements; (2) any stripes or gores between the Project Property and abutting or adjacent properties; (3) all options to purchase or lease the Project Property or the Improvements or any portion thereof or interest therein, and any greater estate in the Project Property or the Improvements; (4) all claims, actions and causes of action, both in law and in equity, with respect to the Project Property or the Improvements; and (5) all water and water rights, flowers, shrubs, timber, crops and mineral interests or pertaining to the Project Property;

TO HAVE AND TO HOLD the foregoing rights, interests and properties, and all rights, estates, powers and privileges appurtenant hereto (herein collectively call the "Mortgaged Property"), unto Trustee, and his successors and substitutes in this trust, and to his or their successors and assigns, forever in trust, however, upon the terms, provisions and conditions herein set forth.

SUBSTITUTION TRUSTEE: Grantor and Trustee covenant and agree to and with the Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce the Trustee's trust, or for any reason the Beneficiary desires to replace said Trustee, then the Beneficiary, its successors and assigns may appoint, in writing a trustee to take the place of the Trustee; and upon the probate and/or registration of the same, the trustee thus appointed shall succeed to, hold and have all rights, powers and duties of the Trustee hereunder any by applicable law.

Grantor further covenants and agrees as follows:

1.) Payment and Performance. Grantor will make due and punctual payment of the Indebtedness if and when same shall become due and payable. Grantor will timely and properly perform and comply with all of the covenants, agreements, and conditions imposed upon it by this Deed of Trust and the Financial Assistance Award and will not permit a default to occur hereunder or thereunder. Time shall be of the essence in this Deed of Trust.

2.) Title and Permitted Encumbrances. Grantor has, in Grantor's own right, and Grantor covenants to maintain, lawful, good and marketable title to the Mortgaged Property, is lawfully seized and possessed of the Project Property and every part thereof, and has the right to convey the same, free and clear of all liens, charges, claims, security interests, and encumbrances except for (i) the matters, if any, set forth under the heading "Permitted Exceptions" in Exhibit B hereto, which are Permitted Exceptions only to the extent the same are valid and subsisting and affect the Mortgaged Property, (ii) the liens and security interests evidenced by this Deed of Trust, (iii) statutory liens for ad valorem taxes on the Mortgaged Property which are not yet due and payable, and (iv) other liens and security interests (if any) in favor of Beneficiary (the matters described in the foregoing clauses (i), (ii), (iii) and (iv) being herein called the "**Permitted Encumbrances**"). Grantor, and Grantor's successors and assigns, will warrant and forever defend title to the Mortgaged Property, subject as aforesaid, to Trustee and his successors or substitutes and assigns, against the claims and demands of all persons claiming or to claim the same or any part thereof.

3.) Taxes and Other Impositions. Grantor will pay, or cause to be paid, all taxes, assessments and other charges or levies imposed upon or against or with respect to the Mortgaged Property or the ownership, use, occupancy or enjoyment of any portion thereof, or any utility service thereto, as the same become due and payable, including but not limited to all ad valorem taxes assessed against the Mortgaged Property or any part thereof, and shall deliver promptly to Beneficiary such evidence of the payment thereof as Beneficiary may require.

4.) Lease of Project Property: If the application for the Financial Assistance Award and the Financial Assistance Award authorize Grantor to lease the Project Property, however, each lease arrangement shall be subject to the prior written approval of Beneficiary. Prior to Beneficiary granting said approval, it must be satisfied inter alia, that said lease arrangement is consistent with the authorized general and special purpose of the Award; that said lease arrangement will provide adequate employment and economic benefits for the area in which the Project Property is located; that said lease arrangement is consistent with Beneficiary's policies concerning, but not limited to, non-discrimination, non-relocation and excessive profits and that the proposed lessee is providing adequate compensation to Grantor for said lease. Any lease entered into by Grantor with regard to the Project Property shall be subordinate, junior and inferior to this Deed of Trust

5.) Assignment of Rents; Rights to Possession. As additional security for the Grantor's obligations with regard to the Award, Grantor hereby assigns to Beneficiary all rents, income, or profits derived from the Project Property. In the

event of default hereunder (as defined in Section 17 of this Deed of Trust), Beneficiary, in person, by agent or by judicially appointed receiver, shall be entitled to take possession of and manage the Project Property and to collect all rents, income and other profits derived from the Project Property, including amounts past due. Grantor agrees to relinquish peaceful possession to Beneficiary. All rents, income and profits collected by the Beneficiary or receiver shall be applied first to payment of the cost of management of the Project Property and collection of the rents, income and profits, including, but not limited to, the cost of receiver's fees, premiums or receiver's bonds, and reasonable attorney's fees. The rents, income, and profits shall then be applied to toward the Grantor's obligations with regard to the Financial Assistance Award secured by this Deed of Trust. Beneficiary shall be liable to account only for net rents actually received.

6.) Charges; Liens: Grantor shall protect the title and possession of the Project Property, pay when due all taxes, assessments, mechanic and/or materialmen liens, and other charges, fines and impositions now existing or hereafter levied or assessed upon the Project Property and preserve and maintain the priority of the lien hereby created on the Project Property including any Improvements.

7.) Hazard Insurance: Grantor shall insure and keep insured all Improvements against loss or damage by fire and windstorm and any other hazard or hazards included within the term "extended coverage". The amount of insurance shall be the full insurable value of said Improvements. Any insurance proceeds received by Grantor due to loss shall be applied to restoration or repair of the Project Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, Grantor shall use said insurance proceeds to compensate Beneficiary for its fair share. Beneficiary's fair share shall be a percentage of said insurance proceeds equal to its Financial Assistance Award percentage in the total cost of the Financial Assistance Award program for which the damaged or destroyed real property was acquired or improved.

8.) Preservation and Maintenance of the Project Property: Grantor shall keep the Project Property in good condition and repair and shall not permit or commit any waste, impairment, or deterioration of the Project Property.

9.) Inspection: Beneficiary may make or cause to be made reasonable entries upon and inspection of the Project Property, provided that Beneficiary gives

prior notice of its intention to do so.

10.) Condemnation: The proceeds of any Financial Assistance Award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Project Property, or part thereof, or for any conveyance in lieu of condemnation shall be used by Grantor to compensate Beneficiary for its fair share. Beneficiary's fair share shall of said condemnation proceeds shall be equal to the percentage of the Grant Amount bore to the total project costs under the Financial Assistance Award for which the condemned property was acquired or improved. *See also* 13 CFR § 314,5 (“Federal Share”).

11.) Forbearance by Beneficiary Not a Waiver: Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise affordable by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder.

12.) Recording of Deed of Trust: Grantor shall record this Deed of Trust in the County where the Project Property is located and shall ensure that the lien hereby granted is a shared first priority lien on the Project Property. The original, recorded Deed of Trust shall be promptly delivered to Beneficiary.

13.) Remedies Cumulative: All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

14.) Notice: Any Notice from Beneficiary to Grantor provided for in this Deed of Trust shall be mailed by certified mail to Grantor's last known address or at such address as Grantor may designate to Beneficiary by certified mail to Beneficiary's address, except for any notice given to Grantor in the manner as may be prescribed by applicable law as provided hereafter in this Deed of Trust. Likewise, any notice to Beneficiary shall be given by certified mail to Beneficiary's address stated herein or to such other address as Beneficiary may designate to Grantor by certified mail to Grantor's address. Any notice provided for in this Deed of Trust shall be deemed to have been given when sent in the manner designated herein.

15.) Waiver. Grantor expressly agrees that the Trustee, or his successor, may execute the power of sale granted herein and the other powers and rights set forth herein without giving bond or taking oath. The Trustee shall not be liable to Grantor for any acts or omissions to act in the execution of his powers hereunder,

except for such acts or omissions as constitute gross negligence or willful misconduct. Except in such instances of gross negligence or willful misconduct, neither the Trustee nor Beneficiary shall be obligated to provide an accounting of any funds received or disbursed in connection with the payment of the Indebtedness or the administration, enforcement, or foreclosure of this trust. Grantor expressly waives all legal, equitable, and statutory rights of redemption, exemption or homestead, all rights arising by virtue of marriage, and all other similar exemptions and rights arising under or created by an applicable statute or judicial decision.

16.) Necessity of Writing. The terms of this Deed of Trust may be modified in whole or in part only by a written instrument signed by Grantor and Beneficiary and recorded in the Registrar's Office of the county in which this Deed of Trust is recorded. Any oral agreement to modify this instrument shall be void and of no force and effect.

17.) Remedies: Upon Grantor's breach of any term or condition of the of the Financial Assistance Award or any provision, covenant or agreement of this Deed of Trust, or if Grantor's is in violation of the regulations set forth in 13 CFR Part 314, or 2 CFR Part 200, as the Financial Assistance Award, or regulations may be amended from time to time, (hereinafter "Event of Default"), Beneficiary, its designees, successors or assigns may declare the entire Indebtedness secured hereby immediately due, payable and collectible.. In any Event of Default, Beneficiary, or the Secretary of Commerce of the United States of America, the Assistant Secretary of Commerce for Economic Development or their designees, successors or assigns in lieu of Beneficiary, shall have the right to pursue all remedies available to it hereunder, at law or in equity. In addition, in an Event of Default, Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three publications in any newspaper, daily or weekly, of general circulation, published in the County wherein the Project Property is located, to sell the Project Property, or any part thereof, at the front door of the Courthouse in said county to the highest bidder for cash, at public outcry, free from all rights of redemption afforded by statute, equitable rights of redemption, exemptions of homestead, rights by virtue of marriage, and all other exemptions of every kind, all of which are expressly waived. The Trustee or his successor in trust is further authorized and empowered to execute and deliver a deed to the purchaser at such sale. Beneficiary may bid at any such sale. The purchaser at such sale shall be entitled to immediate possession of the Project Property upon the delivery to purchaser by Trustee of a deed for the Project Property. Prior to such sale, Trustee may enter and take possession of the Project Property, in which case Trustee shall be accountable only for net rents actually

received by Trustee. In the event of sale hereunder, the proceeds will be applied by Trustee as follows:

First: to pay all costs and charges of executing this trust, including attorney's fees and expenses of any litigation which may arise on account of the execution and enforcement of this trust;

Second: to pay the Indebtedness, or any balance thereof then remaining unpaid;

Third: to pay: the remainder to be paid to such parties as are legally entitled to it.

In the event of a sale of said Project Property under and by virtue of this trust, Grantor and all persons holding under Grantor shall be and become tenants at will of the purchaser of the Project Property from and after the execution and delivery of a deed to the purchaser, and only persons holding under Grantor shall pay the purchaser the reasonable rental value of the Project Property after the sale. Grantor's tenancy shall terminate upon delivery of the deed to the purchaser.

If Grantor unsuccessfully challenges the validity of any such sale carried out pursuant to the terms of this Deed of Trust, Grantor shall pay the reasonable attorney's fees and other legal expenses incurred by Beneficiary and Trustee in defending the validity of the sale.

19.) Governing Law; Severability: THIS DEED OF TRUST, AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION, SHALL BE GOVERNED BY NORTH CAROLINA LAW (WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES) AND APPLICABLE UNITED STATES FEDERAL LAW. Nothing contained herein shall be construed to limit the rights of Beneficiary, its designees, successors or assigns is entitled to under applicable federal law. In the event that any provision or clause of this Deed of Trust conflicts with applicable law, such conflict shall not affect other provisions of this instrument which can be given effect without the conflicting provision, and to this end the provisions of this instrument are declared to be severable.

20.) Release: EDA and the Grantor agree that, so long as the possession and use of Project Property by Grantor has been only for the purposes set forth in the Financial Assistance Award and Grant Application, then after the Estimated Useful

Life of the improvements to Project Property, Grantor may request a release of the Federal Interest in accordance with 13 CFR part 314, which will not be withheld except for good cause, as determined in EDA's sole discretion; provided, however, that in accordance with 13 CFR part 314, restrictions upon the religious use or discriminatory practices in connection with the use of Project Property shall survive this Agreement and Mortgage and any release thereof, which shall be evidenced by a separate recorded covenant.

22.) CROSS DEFAULT: This Deed of Trust is executed contemporaneously with an Intercreditor Agreement with Sterling National Bank in connection with that certain Deed of Trust and Security Agreement from Jackson County, North Carolina to Sterling National Bank dated and recorded January 30, 2019 at Book 2230, Pages 1637 -1653 in the Office of the Register of Deeds for Jackson County, North Carolina. A default in said Sterling National Bank's Deed of Trust and Security Agreement shall, at the option of EDA, constitute a default under this Deed of Trust.

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust as of the date first above written

County of Jackson, a Body Politic and
Subdivision of the State of North Carolina
Jackson County Board of Commissioners

By:

Brian Thomas McMahan, Chairman

Attest:

Angela M. Winchester, Clerk to Board

NORTH CAROLINA
JACKSON COUNTY

I, _____, a Notary Public of said State and County, do hereby certify that Brian Thomas McMahan and Angie Winchester personally came before me this day and acknowledged that they are the Chairman of the Board of Commissioners and the Clerk to the Board of Commissioners, respectively, of Jackson County, North Carolina, and that by authority duly given and as the act of such County, the foregoing instrument was signed in the County's name by such Chairman, sealed with its corporate seal and attested by such Clerk.

WITNESS my hand and notarial seal, this _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL-STAMP)

Heather C. Baker, County Attorney

NORTH CAROLINA
JACKSON COUNTY

I, _____, a Notary Public, do hereby certify that HEATHER C. BAKER, Jackson County Attorney, personally appeared before me this day and acknowledged the voluntary execution of the foregoing instrument.

WITNESS my hand and notarial seal, this _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL-STAMP)

This Instrument prepared by:
David E. Todd, Regional Counsel
Economic Development Administration
401 West Peachtree Street, NW, Suite 1820
Atlanta, Georgia 30308-3510

INTERCREDITOR AGREEMENT

This Agreement is made and entered into on this _____ day of _____ 2020,
by and among Sterling National Bank (Lender) with an office at 500 Seventh Avenue, 3rd Floor,
New York, NY 10018 and the United States Department of Commerce, Economic Development
Administration (EDA), with an office at 401 West Peachtree Street, N.W., Suite 1820, Atlanta,
Georgia 30308 and County of Jackson, a body politic and subdivision of the State of North
Carolina with an address of 401 Grindstaff Cove Road, STE A-207, Sylva, NC 28779 (Debtor).

WITNESSETH:

WHEREAS, Lender has agreed to make a loan to Debtor in the principal amount of
\$10,000,000.00 and EDA has agreed to award to Debtor the sum of \$2,015,395.00; and

WHEREAS; as security for the \$10,000,000.00 loan and for the \$2,015.395.00 award, Debtor
has agreed to award Lender and EDA a security interest in the land, with improvements thereon,
described in Exhibit A, (Collateral) attached hereto; and

WHEREAS, the parties desire to agree to the relative priorities of their respective security interests on the Collateral and certain other rights, priorities and interests in and to the Collateral and in and to the payment of the indebtedness and liabilities of Debtor to Lender and EDA;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties understand and agree as follows:

1. Lender and EDA shall share a first lien mortgage on the Collateral evidenced by a Mortgage to Lender of record and recorded in the Office of the Register of Deeds for Jackson County, North Carolina Book at 2230 pages 1637 - 1653 and as evidenced by a Deed of Trust to EDA of record and recorded in the same Office of the Register of Deeds at Book _____, page _____.

2. Notwithstanding the priority of the creation and perfection of the parties' respective security interest, the proceeds from the sale of Collateral, pursuant to the enforcement of any of the parties' security interest, and/or other proceeds thereof, including proceeds from any insurance policy or condemnation award shall be distributed pro-rata between Lender and EDA in accordance with their respective interest, and applied first to expenses incurred in connection with any enforcement and then to pay down or pay in full their respective loan and award; and proceeds thereafter remaining to be received by Debtor.

3. Each payment by Debtor on Lender's loan shall reduce the outstanding indebtedness thereon for purposes of this Agreement. Lender shall not increase the indebtedness due under its loan, without the express written consent of EDA thereto.

4. The EDA assistance shall remain an award as long as the conditions of the assistance are met by the Debtor. If, in the event that the Debtor is in violation of the conditions of the award, EDA shall be entitled to recover damages as stated in said Agreement and Mortgage. EDA shall not increase the obligation of Debtor due under its respective award, without the express written consent of Lender thereto.

5. Lender, EDA, and the Debtor agree that a default by the Debtor under the terms of the loan documents evidencing the Lender's loan or a default by the Debtor under the terms of the award documents evidencing the EDA award, may, at the election of either Lender or EDA, constitute a default under both sets of documents.

6. Lender and EDA agree that the distribution of the Collateral or proceeds of the Collateral that is the subject of this Agreement will be made only in accordance with this Agreement.
7. This Agreement shall, in all respects, be a continuing agreement and shall remain in full force and effect so long as there is any indebtedness on Lender's loan or an obligation on EDA's award, including but not limited to principal, interest, costs, and expenses (including, without limitation, reasonable attorney's fees) thereof and including all modifications, extensions, or renewals thereof, owed by Debtor.
8. Debtor, Lender, and EDA agree to execute, acknowledge when appropriate, and deliver all such instruments and documents and do and perform all such acts and deeds as may be reasonably necessary to affect the purposes of this Agreement.
9. This Agreement is executed in triplicate originals with one copy to each of the parties hereto.
10. This Agreement shall be governed by the laws of the State of North Carolina and the laws of the United States, unless there is a conflict with Federal Law, in which case Federal Law will govern and may be amended or modified only by an agreement in writing signed by the parties.
11. Debtor understands and acknowledges that this document constitutes an agreement between creditors and does not amend its obligations as to each creditor, except to the extent to which such obligations may be altered by the provisions of Section 5 of this Agreement.

WHEREFORE, by their signatures below each of the undersigned agrees to the terms of the foregoing.

[The balance of this page is intentionally left blank. The signatures of the parties are set forth on the following three pages.]

ATTEST:

Sterling National Bank, Lender

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid
certify that _____ personally came before me this day and
acknowledged that (s)he is _____ of Sterling National Bank, a
corporation, and that by authority duly given and as the act of the corporation, the foregoing
instrument was signed in its name by its _____, sealed with its corporate seal,
and attested by himself as its _____.

Witness my bond and official seal, this _____ day of April, 2020.

Notary Public

My Commission Expires _____.

United States Department of Commerce
Economic Development Administration (EDA)

By: _____
H. Philip Paradise, Jr.
Its: Atlanta Regional Director and Grants Officer

STATE OF GEORGIA
COUNTY OF FULTON

I, _____, a Notary Public in and for the County and State
aforesaid certify that personally came before me this day and acknowledged that H. Philip
Paradice, Jr. is the Atlanta Regional Director and Grants Officer of the United States Department
of Commerce, Economic Development Administration and that by authority duly given by and
as the act of EDA instrument was signed in its name by its Atlanta Regional Director and Grants
Officer and attested by himself as its Atlanta Regional Director and Grants Officer.

Witness my hand and official seal, this _____ day of _____,
2020.

Notary Public
My Commission Expires

County of Jackson, a Body Politic and
Subdivision of the State of North Carolina
Jackson County Board of Commissioners

By: _____
Brian Thomas McMahan, Chairman

Attest:

Angela M. Winchester, Clerk to Board

NORTH CAROLINA
JACKSON COUNTY

I, _____, a Notary Public of said
State and County, do hereby certify that Brian Thomas McMahan and Angie Winchester personally
came before me this day and acknowledged that they are the Chairman of the Board of Commissioners
and the Clerk to the Board of Commissioners, respectively, of Jackson County, North Carolina, and
that by authority duly given and as the act of such County, the foregoing instrument was signed in the
County's name by such Chairman, sealed with its corporate seal and attested by such Clerk.

WITNESS my hand and notarial seal, this _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL-STAMP)

Heather C. Baker, County Attorney

NORTH CAROLINA
JACKSON COUNTY

I, _____, a Notary Public, do hereby certify
that HEATHER C. BAKER, Jackson County Attorney, personally appeared before me this day
and acknowledged the voluntary execution of the foregoing instrument.

WITNESS my hand and notarial seal, this _____ day of _____, 2020.

Notary Public

My Commission Expires: _____

(NOTARIAL SEAL-STAMP)