

RESOLUTION

WHEREAS, the Oconee County Industrial Development Authority (the "Authority") was duly created and is validly existing pursuant to the Constitution and Laws of the State of Georgia (the "State"), including an amendment to the Constitution of the State (1962 Ga. Laws, p. 871, *et seq.*), as amended (1977 Ga. Laws 1582) as continued (1987 Ga. Laws, p. 3562, *et seq.*), as hereafter amended (the "Amendment"); and the Authority is now existing and operating as a body corporate and politic, and its members have been duly appointed and entered into their duties; and

WHEREAS, the Authority was created for the purpose of promoting and expanding for the public good and welfare, industry and trade within Oconee County, Georgia (the "County") and reducing unemployment to the greatest extent possible; and

WHEREAS, the Amendment grants the Authority the power and authority to borrow money for any of its corporate purposes and to issue its revenue bonds in order to finance any undertaking within the scope of its power; and the procedure for validation, issuance and delivery of such revenue bonds shall be in all respects in accordance with the Revenue Bond Law (O.C.G.A. Section 36-80-60 *et seq.*), as if said obligations had been originally authorized to be issued thereunder; and

WHEREAS, the Constitution and laws of the State of Georgia further empower the Authority to extend credit or make loans to any person, firm, corporation or other industrial entity for the planning, design, construction, acquisition or carrying out of any project, which credit or loans shall be secured by such instruments as the Authority shall determine reasonable in connection therewith, and to pay all or any part of the costs of any such project from the proceeds of revenue bonds of the Authority; and

WHEREAS, the Authority proposes to issue its Taxable Revenue Bonds (Economic Development Projects), Series 2022, in the aggregate principal amount of \$16,000,000 (the "Series 2022 Senior Bonds") and a portion of the proceeds derived from the sale of the Series 2022 Senior Bonds (the "Cash Consideration") will be used by the Authority to pay a portion of the purchase price for that certain tract of land containing 23.840 acres, more or less, located at 5550 Parkway Boulevard in the 1331st District, G.M., Oconee County, Georgia (the "Land") from the Epps Bridge Centre II CWC, L.L.C. (the "Company"); and

WHEREAS, the Cash Consideration to be paid by the Authority to the Company will be represented by the Company Cash Proceeds (as defined below) to be advanced as a non-recourse loan by the Authority, as lender, to the Company, as Co-Borrower (as defined below), pursuant to the Breadbox Loan Program Documents (as defined below); and

WHEREAS, the Authority also proposes to deliver to the Company its Subordinate Taxable Revenue Note (Economic Development Project), Series 2022, in the principal amount of \$64,000 (the "Series 2022 Subordinate Note") as payment of the remaining portion of the purchase price for the Land from the Company; and

WHEREAS, the sale and conveyance of the Land by the Company to the Authority for a purchase price equal to (i) the sum of the Cash Consideration plus (ii) the principal amount of the Series 2022 Subordinate Note is in furtherance of an economic development project involving the construction and development on the Land of an approximately 155,146 square foot membership warehouse facility and related structures, facilities and parking which may include, among other things, a vehicle fuel facility; and

WHEREAS, in order to fund the Cash Consideration for the acquisition of the Land by the Authority, the Authority has agreed to make a loan (the "Loan") to the Company and to Epps Bridge Defeasance Trust, DST, a Delaware statutory trust (the "Defeasance Trust") (each individually a "Co-Borrower" and collectively, the "Co-Borrowers") in an amount not to exceed \$18,000,000.00 (the "Loan Amount") as set forth in the Loan Agreement (as defined below); and

WHEREAS, pursuant to the Loan Agreement, the Company, as a Co-Borrower, has agreed to pay to the Defeasance Trust an amount equal to 20% of the Loan Amount to be advanced by the Authority to the Co-Borrowers (the "Defeasance Payment"), and the Company, as Co-Borrower, shall retain the remaining 80% of the Loan Amount so advanced (the "Company Cash Proceeds"); and

WHEREAS, pursuant to the Loan Agreement, the Company, as a Co-Borrower, shall have no personal liability to repay the Loan Amount advanced to the Company, including, without limitation, the Company Cash Proceeds; and

WHEREAS, the Authority will not advance the Loan Amount unless the Company enters into the following loan documents (collectively, the "Breadbox Loan Program Documents"):

- (i) a Breadbox Engagement Agreement dated December 31, 2021 (the "Engagement Agreement") among the Company, Epps Bridge Trust Manager, LLC, a Delaware limited liability company (the "Breadbox Manager"), as manager, and the Defeasance Trust;
- (ii) a Breadbox Loan Program License Agreement dated December 31, 2021 (the "License Agreement") among UTW Capital, LLC, a Missouri limited liability company, the Company, and the Defeasance Trust;
- (iii) a Trust Agreement of Epps Bridge Defeasance Trust, DST, dated December 7, 2021 (the "Trust Agreement") among the Company, the Breadbox Manager, and The Corporation Trust Company, a Delaware corporation, as trustee;
- (iv) a Loan Agreement dated December 31, 2021 (the "Loan Agreement"), among the Co-Borrowers, and the Authority, as lender;

- (v) a Promissory Note dated December 31, 2021 (the "Promissory Note") from the Co-Borrowers in favor of the Authority, as lender, in a principal amount not to exceed the Loan Amount; and
- (vi) a Pledge and Collateral Agreement dated December 31, 2021 (the "Pledge and Collateral Agreement") by the Co-Borrowers, as obligors, for the benefit of the Authority, as lender; and
- (vii) a Securities Account Control Agreement dated December 31, 2021 (the "Securities Account Control Agreement") among the Epps Bridge Defeasance Trust, DST, the Authority and JPMorgan Chase Bank, N.A.;

WHEREAS, Authority desires to authorized the execution and delivery of the Loan Agreement and approve the forms and terms of the other Breadbox Loan Program Documents; and

WHEREAS, it is also proposed that the Authority should take all such additional actions, make all such elections, authorize the filing of such certificates, applications, reports and notices, and authorize such other actions and proceedings as shall be necessary in connection with the Loan.

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1. Authorization of Loan Agreement. The execution, delivery and performance of the Loan Agreement be and the same is hereby authorized. The Loan Agreement shall be in substantially the form attached hereto as Exhibit "A," subject to such minor changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Authority and the execution of the Loan Agreement by the Chairman or Vice Chairman of the Authority as hereby authorized shall be conclusive evidence of any such approval.

Section 2. Approval of the Breadbox Documents. The Authority hereby acknowledges that it has received copies of the Breadbox Loan Program Documents, in substantially the forms attached hereto as Exhibit "B", and hereby approves the terms and provisions thereof.

Section 3. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Loan Agreement or the Breadbox Loan Program Documents shall be deemed to be a stipulation, obligation or agreement of any officer, director, agent or employee of the Authority in his individual capacity, and no such officer, director, agent or employee shall be personally liable on the Loan Agreement or the Breadbox Loan Program Documents or be subject to personal liability or accountability by reason of the issuance thereof.

Section 4. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, agents and employees of the

Authority are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the Loan and the execution and delivery of the Loan Agreement.

Section 5. Actions Approved and Confirmed. All acts and doings of the officers of the Authority which are in conformity with the purposes and intents of this Resolution and in the furtherance of the Loan and the execution, delivery and performance of the Loan Agreement shall be, and the same hereby are, in all respects approved and confirmed.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 28th day of January, 2022.

(CORPORATE SEAL)

OCONEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY

Attest:



Secretary


Chairman

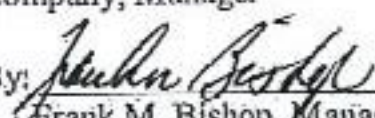

Exhibit A

LOAN AGREEMENT

LOAN AGREEMENT BASIC TERMS

Date: December _____, 2021

This Loan Agreement (including this Loan Agreement Basic Terms, the Loan Agreement Terms and Conditions attached hereto and any and all exhibits and schedules attached hereto or thereto, collectively, as the same may be supplemented, amended, modified consolidated, extended, replaced, renewed and/or restated from time to time, this "Agreement" or "Loan Agreement") is made and entered into by and among Developer and Defeasance Trust (individually a "Co-Borrower" and collectively, the "Co-Borrowers"), on one hand, and Lender, on the other hand, as of the date first stated above. Co-Borrowers and Lender acknowledge and agree that the below Loan Agreement Basic Terms are applied under, and that the loan in the maximum principal balance of the Loan Amount (the "Loan") from Lender to Co-Borrowers evidenced hereby is governed by, the Loan Agreement Terms and Conditions attached hereto and incorporated herein by reference. In consideration of the covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Co-Borrowers and Lender have duly executed this Agreement as of the date set forth above.

Developer:	EPPS BRIDGE CENTRE II CWC, L.L.C. , a Missouri limited liability company	Developer's Address: EPPS Bridge Centre II CWC, L.L.C. 6445 Powers Ferry Road Suite 120 Atlanta, Georgia 30339 Attn: Frank M. Bishop	EPPS BRIDGE CENTRE II CWC, L.L.C. , a Missouri limited liability company By: Oconee 316 Associates, LLC, a Georgia limited liability company, Manager By:  Frank M. Bishop, Manager
Defeasance Trust:	EPPS BRIDGE DEFEASANCE TRUST, DST , a Delaware statutory trust (the "Defeasance Trust Agreement")	Defeasance Trust's Address: c/o EPPS Bridge Trust Manager, LLC 336 Via de la Paz Los Angeles, California 90272 <u>With copies to:</u> Norton Rose Fulbright US LLP 7676 Forsyth Blvd., Suite 2230 St. Louis, Missouri 63105 Attn: Danette Davis, Esq.	EPPS BRIDGE DEFEASANCE TRUST, DST , a Delaware statutory trust By: EPPS Bridge Trust Manager, LLC, a Delaware limited liability company By:  Name: Alan Bornstein Title: President
Lender:	OCONEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	Lender's Address: Oconee County Industrial Development Authority P.O. Box 145 23 North Main Street Watkinsville, Georgia 30677 Attention: Chairman	OCONEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY By: _____ Name: _____ Title: _____
Loan Amount:	Not to exceed \$18,000,000.00		
Defeasance Rate	20%		

LOAN AGREEMENT TERMS AND CONDITIONS

RECITALS:

- A. Developer and Lender have entered, or will enter into, an agreement or agreements that provide, in part, for private economic development funds from the Lender and, in connection therewith, Developer desires to obtain the Loan from Lender.
- B. Lender is willing to make the Loan subject to and in accordance with the terms and conditions of this Agreement and the other Loan Documents, which include, among other things, (i) Developer's establishment of Defeasance Trust, as a Co-Borrower hereunder, the proceeds of which Defeasance Trust (or so much thereof as necessary to repay the principal balance of the Loan) will be paid to the Lender on or before the Maturity Date in repayment of the Loan, (ii) Developer's payment of the Defeasance Payment required herein, and (iii) a pledge of the assets of Defeasance Trust to Lender to secure the Loan pursuant to that certain Pledge and Collateral Agreement of even date herewith executed by Co-Borrowers in favor of Lender, securing the Note (as defined below) and covering the Collateral, as such term is defined therein (as the same may be supplemented, amended, modified, consolidated, extended, replaced, renewed and/or restated from time to time, the "*Pledge*").
- C. The Loan will be advanced by Lender to or at the direction of Developer; provided, however, as a condition to Defeasance Trust's agreement to become a Co-Borrower hereunder, Developer shall be obligated to transfer to the Defeasance Trust the applicable Defeasance Payment in connection with each Advance hereunder.

WITNESSETH:

1. **INCORPORATION OF RECITALS; DEFINITIONS.** The recitals appearing at the beginning of this Loan Agreement Terms and Conditions and the Loan Agreement Basic Terms are incorporated herein and expressly made a part hereof. Capitalized terms used in this Agreement and the other Loan Documents shall, unless otherwise defined in the body of this Agreement or such other Loan Documents, have the meanings ascribed to such terms in the Loan Agreement Basic Terms.

2. **LOAN TERMS.**

- (a) The Loan shall be evidenced by that certain Promissory Note of even date herewith executed by Co-Borrowers in favor of Lender in the principal amount of the Loan Amount, as the same may be supplemented, amended, modified, consolidated, extended, replaced, renewed and/or restated from time to time (the "*Note*") and shall be secured by, among other things, the Pledge (the Note, the Pledge, this Agreement, any Account Control Agreement (as defined in the Pledge) and all other documents and instruments of any nature whatsoever executed and delivered in connection with the Loan and any extensions, modifications, amendments and renewals thereof are collectively referred to herein as the "*Loan Documents*").
- (b) Lender agrees, on the terms and conditions set forth in this Agreement, to make the advances of the Loan (each, an "*Advance*") to or at the direction of Co-Borrowers in the maximum aggregate principal amount of the Loan Amount; provided the principal balance of the Loan shall in no event exceed the Loan Amount. Lender shall make Advances of the Loan in such amount as Lender may reasonably determine, from time to time, but no more frequently than once every thirty (30) days. Notwithstanding anything in this Agreement to the contrary, Co-Borrowers hereby authorize and direct Lender to disburse each Advance directly to or at the direction of the Developer; provided, however, Lender shall, immediately after making each Advance to or at the direction of Developer, deliver to Defeasance Trust written notice providing the date and amount of such Advance and the amount of Defeasance Payment required in connection with such Advance and further provided that each such Advance shall be conditioned upon written confirmation from the Defeasance Trust to Lender that it received the Defeasance Payment required in connection with all prior Advances for which Defeasance Trust received the notice from Lender required pursuant to the terms hereof. Within two (2) Business Days after each Advance, Developer shall transfer to the Defeasance Trust an amount equal to the Defeasance Payment corresponding to such Advance and, for avoidance of doubt, receipt of such Defeasance Payment by the Defeasance Trust shall be an express condition precedent to any future Advances of the Loan.
- (c) The term of the Loan shall commence on the date hereof and continue through the Maturity Date. If not sooner paid, all principal and other sums of any nature whatsoever which shall or may become due and payable by Co-Borrowers pursuant to the provisions of the Loan Documents (collectively, the "*Debt*") shall be due and payable on the fiftieth (50th) anniversary of the Effective Date (or, if such date is not a Business Day, the immediately preceding Business Day); provided that the Maturity Date shall be subject to acceleration to an earlier date (i) if at any time prior to the fiftieth (50th) anniversary of the Effective Date the balance of the Trust Estate (as defined in the Defeasance Trust Agreement) equals or exceeds the aggregate amount of Debt and all other costs, expenses and reserves required to be paid, reimbursed or reserved pursuant to the terms of the Defeasance Trust Agreement or (ii) pursuant to other provisions of this Agreement, any of the other Loan Documents or the Defeasance Trust Agreement (such date, as the same may be accelerated, the "*Maturity Date*"). As provided herein, the "*Effective Date*" shall mean the date on which the first Advance hereunder occurs.

(d) All payments shall be made, without set-off, deduction or counterclaim, to Lender, or the legal holder of the Note, as set forth in the Note. The principal balance of the Loan (including any amounts added to principal under the Loan Documents) shall not bear interest prior to the Maturity Date.

3. LIMITATION ON RECOURSE; DEFEASANCE PAYMENT. As used herein, "*Defeasance Payment*" means an amount Advanced to Defeasance Trust equal to the Defeasance Rate multiplied by the total amount of the Advance occurring as of the date of such payment; and "*Defeasance Rate*" means the rate set forth in the Loan Agreement Basic Terms. In no event shall Developer be personally liable to repay the principal balance of the Loan, but Developer shall be personally liable to pay the Defeasance Payment to Defeasance Trust as required hereby, which payment shall be made as provided in Section 2(b) hereof. Subject to the last two sentences of this Section, Defeasance Trust shall be liable to repay the Debt only if and to the extent Developer pays the Defeasance Payment to the Defeasance Trust in accordance with the terms of this Agreement. If Developer shall fail to pay any Defeasance Payment to the Defeasance Trust in accordance with the terms of this Agreement, Defeasance Trust may (but shall not be required to) elect, by written notice to Lender and Developer delivered no less than five (5) Business Days prior to the next scheduled Advance to withdraw its authorization for automatic Advances pursuant to Section 2(b) and, in such event, all future Advances under the Loan shall cease until such failure to pay the Defeasance Payment has been cured to the satisfaction of Defeasance Trust and Lender, each in its sole discretion. The parties hereto acknowledge that after payment in full of the Debt and all other sums required by the Defeasance Trust Instruments, Engagement Agreement and/or License Agreement (as such terms are defined in the Defeasance Trust Agreement), any excess amounts remaining in the Defeasance Trust, if any, shall be paid to Developer. Notwithstanding anything to the contrary herein, the Lender acknowledges and agrees to the order of distributions from the Defeasance Trust set forth in the Defeasance Trust Agreement, which requires the payment or reimbursement of, or reserves for, certain claims, costs and expenses of the Trustee, Manager and certain other parties, if applicable, prior to distributions for payment of the Debt. If the amount in the Defeasance Trust on the Maturity Date is not sufficient to repay the Debt for any reason (including, without limitation, due to Lender's failure to cease Advances pursuant to the terms of this Section 3), Lender acknowledges that it has no recourse to Developer or Defeasance Trust (or to Trustee or Manager thereof) for the deficiency; provided, however, Developer shall be personally liable to pay the Defeasance Payment to the Defeasance Trust in accordance with the terms of this Agreement.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Defeasance Trust represents, warrants and covenants to Lender and Developer as follows:

(1) Defeasance Trust's exact legal name is as set forth in the Basic Terms. Defeasance Trust is an irrevocable Delaware statutory trust created pursuant to and validly existing and in good standing under the Laws of the state of Delaware; the trustee of the Defeasance Trust ("*Trustee*") is duly appointed and authorized to act as trustee of Defeasance Trust; the manager of the Defeasance Trust ("*Manager*") is duly appointed and authorized to act as manager of Defeasance Trust; the Manager has the full power and authority to execute and deliver the Loan Documents on behalf of Defeasance Trust and the same constitute the binding and enforceable obligations of Defeasance Trust in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally and subject to the applicability of general principles of equity. Defeasance Trust shall comply in all material respects with the terms and conditions of the Defeasance Trust Agreement and any other formation and trust documents with respect to Defeasance Trust (collectively, as the same may be supplemented, amended, modified, consolidated, extended, replaced, renewed and/or restated from time to time, the "*Defeasance Trust Instruments*").

(2) The execution, delivery and performance by Defeasance Trust of the Loan Documents: (i) are duly authorized and do not require the consent or approval of any other party or any Governmental Authority which has not been obtained; and (ii) will not violate any Law or result in the imposition of any lien, charge or encumbrance upon the assets of Defeasance Trust. The Loan Documents have been duly executed and delivered and constitute the legal, valid and binding obligations of Defeasance Trust, enforceable in accordance with their respective terms.

(3) There are no actions, suits or proceedings pending or, to the best knowledge of Defeasance Trust, threatened, or any basis therefor, against or affecting Defeasance Trust at law or in equity, in or before any Governmental Authority, which if adversely determined would be reasonably likely to impair the ability of Defeasance Trust to perform its or his or her obligations under this Agreement and/or the other Loan Documents.

(4) Neither the execution, delivery or performance by Defeasance Trust of the Loan Documents to which it is a party, nor compliance by Defeasance Trust with the terms and conditions thereof, nor the consummation of the transactions contemplated therein (i) will contravene any provision of any law applicable to Defeasance Trust, (ii) will conflict with or result in any breach of or constitute a tortious interference with any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any lien (except pursuant to the respective Loan Document) upon any of the property or assets of Defeasance Trust pursuant to the terms of any contractual obligation to which Defeasance Trust is a party or by which it or any of its property or assets is bound or to which it or any of its property or assets may be subject, (iii) will violate any provision of any trust agreement or other organizational document of Defeasance Trust, or (iv) requires any approval or consent of partners, members or any other person or entity which has not been obtained.

(b) Developer represents, warrants and covenants to Lender and Defeasance Trust as follows:

(1) Developer's exact legal name is as set forth in the Basic Terms. If Developer is an entity or organization: Developer is duly organized, validly existing and in good standing under the Laws of the state of its formation or existence set forth in the Loan Agreement Basic Terms; Developer is qualified to do business and in good standing under the Laws of the state in which it receives the private economic development funds from Lender (the "State"); Developer has the full power and authority to execute and deliver the Loan Documents and to borrow the Loan and enter into and perform its obligations under the Loan Documents. If Developer is a natural person, Developer is not a "foreign person" within the meaning of §1445(f)(3) of the Internal Revenue Code, as amended.

(2) The execution, delivery and performance by Developer of the Loan Documents: (i) are duly authorized and do not require the consent or approval of any other party or Governmental Authority which has not been obtained; and (ii) will not violate any Law or result in the imposition of any lien, charge or encumbrance upon the assets of Developer. The Loan Documents have been duly executed and delivered and constitute the legal, valid and binding obligations of Developer, enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally and subject to the applicability of general principles of equity.

(3) There are no actions, suits or proceedings pending or, to the best knowledge of Developer, threatened, or any basis therefor, against or affecting Developer at law or in equity, in or before any Governmental Authority, which if adversely determined would be reasonably likely to impair the ability of Developer to perform its or his or her obligations under this Agreement and/or the other Loan Documents.

(4) Neither the execution, delivery or performance by Developer of the Loan Documents to which it is a party, nor compliance by Developer with the terms and conditions thereof, nor the consummation of the transactions contemplated therein (i) will contravene any provision of any law applicable to Developer, (ii) will conflict with or result in any breach of or constitute a tortious interference with any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any lien (except pursuant to the respective Loan Document) upon any of the property or assets of Developer pursuant to the terms of any contractual obligation to which Developer is a party or by which it or any of its property or assets is bound or to which it or any of its property or assets may be subject, (iii) will violate any provision of any organizational document of Developer, if applicable, or (iv) requires any approval or consent of partners, members or any other person or entity which has not been obtained.

(5) Developer has filed (or has obtained effective extensions for filing) all Federal, state and other tax and similar returns and has paid or provided for the payment of all taxes and assessments due thereunder through the date of this Agreement. Developer shall timely file all Federal, state and other tax and similar returns required to be filed by it and pay all such taxes and assessments which may become payable during the term of the Loan.

(6) No part of the proceeds of the Loan will be used to purchase or carry any "margin stock" within the meaning of Regulations T, U or X of the Board of Governors of the Federal Reserve System or to extend credit to others for the purpose of purchasing or carrying any such margin stock or to reduce or retire any indebtedness incurred for any such purpose.

(7) Developer shall comply with all Laws applicable to Developer now or hereafter in effect; provided, however, Developer may contest the validity of such Laws so long as (a) Developer is diligently contesting the same by appropriate legal proceedings in good faith and at its own expense, and (b) such contest will not subject Developer to any potential civil or criminal liability.

(c) Lender represents and warrants to Developer and Defeasance Trust as follows:

(1) Lender's exact legal name is as set forth in the Basic Terms. Lender is organized and existing under its charter (if applicable) and the constitution and Laws of the State and has all necessary power and authority pursuant to its charter (if applicable) and the constitution and Laws of the State to (i) enter into and perform its obligations under this Agreement and the other Loan Documents and (ii) make the Loan, hold a security interest in the Collateral as security for payment of the Loan, and perform its obligations under the Loan Documents.

(2) Lender has taken all action necessary to be taken by it for the authorization, execution and delivery by Lender of this Agreement and the other Loan Documents, and this Agreement and the other Loan Documents have been duly authorized, executed and delivered by the Lender.

(3) The authorization, execution and delivery by Lender to the Loan Documents to which it is a party and compliance by Lender with the provisions thereof do not and will not in any material respect conflict with, or constitute a violation of, breach of or default under (i) any federal or State constitutional or statutory provision, (ii) any agreement or other instrument to which Lender is bound (including its charter, if applicable), or (iii) any order, rule, regulation, decree or ordinance of any Governmental Authority having jurisdiction over Lender.

(4) No consent, approval, authorization or order of any Governmental Authority is required to be obtained that has not already been obtained by Lender as a condition precedent to the making of the Loan by Lender or the adoption or execution and delivery by Lender of this Agreement, the other Loan Documents, or the performance of its obligations hereunder or thereunder.

5. **EVENTS OF DEFAULT.** The term "*Event of Default*" as used in this Agreement shall mean the occurrence of any one or more of the following events:

- (a) Developer fails to transfer to the Defeasance Trust the applicable Defeasance Payment in connection with any Advance.
- (b) Subject to Section 3 hereof, Defeasance Trust, as Co-Borrower, fails to pay the Debt owing under the Loan Documents on the Maturity Date; or
- (c) The Collateral is attached, the assets of Defeasance Trust are frozen or the Trustee is otherwise prevented by bankruptcy, receivership or similar judicial proceeding from directing the disbursement of sums from Defeasance Trust; or
- (d) A default occurs and continues beyond applicable grace and/or cure periods under any other Loan Document.

Upon the occurrence of any Event of Default, Lender may, at its option and in its sole discretion, pursue any and all remedies provided for in the Loan Documents or otherwise available at law or in equity. Without limiting the foregoing, upon an Event of Default, subject at all times to Section 3 above, Lender shall be entitled to recover from Defeasance Trust (but, for avoidance of doubt, not from Developer) expenses incurred by Lender in connection with enforcement of the Loan Documents (including fees of receivers, court costs, filing and recording fees and reasonable attorneys' fees and costs), expenses incurred by Lender to preserve and maintain Collateral or to perfect and maintain perfected liens upon such Collateral, including any advances made to pay taxes or insurance or otherwise to preserve the liens created pursuant to the Loan Documents, and finance charges on the full amount of Debt, all of which such costs, expenses and charges shall be secured by the Loan Documents. In addition, Lender shall be entitled to recover from Developer costs and expenses incurred by Lender in connection with the enforcement of the Defeasance Payment obligations of Developer hereunder, all of which such costs and expenses shall be secured by the Loan Documents.

6. **ACKNOWLEDGMENT; WAIVER; LIMITATION OF MANAGER'S LIABILITY.**

(a) Each of Lender and Developer acknowledges and agrees that neither Defeasance Trust, Manager, Trustee, UTW Panfaire, L.L.C., UTW Capital, L.L.C. nor any of their respective members, partners, shareholders, officers, directors, agents, employees, trustees, affiliates, successors or assigns (each a "*Breadbox Entity*" and, collectively, the "*Breadbox Entities*") has made any representations or warranties, express or implied, with respect to any aspect of the Loan or the Collateral, including, without limitation (i) the existing or future solvency or financial condition or responsibility of Developer, (ii) the payment or collectability of the Loan, (iii) the validity, enforceability or legal effect of the Loan Documents, or (iv) the validity or effectiveness of the security interests contemplated by the Loan Documents. Each of Lender and Developer has made or caused to be made an independent investigation of all such matters, and all other matters affecting such party's decision to enter into the Loan. Lender acknowledges that the Breadbox Entities may from time to time have information regarding a Co-Borrower that is not (and will not be made) available to the Lender under the Loan. Lender acknowledges that, notwithstanding the fact that any Breadbox Entity may have made available to Lender certain information contained in its files, no Breadbox Entity has made representations or warranties, oral or written, upon which such Lender has relied or is entitled to rely and Lender has not relied in any manner upon any such materials which may have been made available to it by any Breadbox Entity or upon any judgment, determination or statements of any Breadbox Entity in entering into this Agreement or in making the Loan.

(b) Lender acknowledges that it has, independently and without reliance upon any Breadbox Entity, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and the other Loan Documents. Lender also acknowledges and agrees that it will, independently and without reliance upon any Breadbox Entity, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement and the other Loan Documents. Except for notices, reports and other documents and information actually expressly required to be furnished to Lender by Defeasance Trust hereunder, any Breadbox Entity shall not have any duty or responsibility to provide Lender with any credit or other information concerning the affairs, business, prospects, operations, properties, financial and other condition or creditworthiness of Defeasance Trust.

(c) This Agreement and the other Loan Documents to which Defeasance Trust is a party are executed and delivered by Manager, not individually or personally but solely as Manager of Defeasance Trust, in the exercise of the powers and authority conferred and vested in it under the Defeasance Trust Agreement. Each of the representations, undertakings and agreements herein made on the part of Defeasance Trust is made and intended not as personal representations, undertaking and agreements by Manager but is made and intended for the purposes of binding only Defeasance Trust. It is acknowledged and agreed by the parties hereto that (x) Manager's sole duties are to take such action or refrain from taking such action as set forth in the Defeasance Trust Agreement, (y) Manager shall have no duty or obligation under or in connection with this Agreement, any other Loan Documents or any other transaction or document contemplated hereby, except as expressly provided by the terms of the Defeasance Trust Agreement, and no implied fiduciary or other duties, covenants, obligations or liabilities shall be read into this Agreement, the Loan Documents or

the Defeasance Trust Agreement against Manager and (z) to the fullest extent permitted by applicable law, (i) Manager's duties shall be restricted to those expressly set forth in the Defeasance Trust Agreement, (ii) Manager shall have no fiduciary duties whatsoever to Lender, Co-Borrowers or any other parties (other than Manager's implied contractual covenant of good faith and fair dealing), and (iii) Lender and Developer hereby agree to assert no claim or action against the Breadbox Entities on any theory of liability for breach of fiduciary duty, all of which claims Lender and Developer hereby irrevocably waive. In furtherance and in no way limiting the foregoing, Lender and Developer expressly acknowledge that (A) Breadbox Entities shall be entitled to rely solely on notice from Lender with respect to the date and/or amount of any Advances hereunder and the amount of the Defeasance Payment required in connection therewith, (B) Breadbox Entities shall have no duty or obligation to independently confirm, inquire into, monitor or question any such information, and (C) Breadbox Entities shall have no liability, and Lender and Developer hereby irrevocably waive any claims against such Breadbox Entities, in connection with any inaccuracy of such information.

(d) Nothing contained herein or in any other Loan Document shall be construed as creating any liability or obligation, either express or implied, of Breadbox Entities, individually or personally, all such liability or obligations, if any, being expressly waived by the parties hereto and any person or entity claiming by, through or under the parties hereto, and under no circumstances shall Breadbox Entities be personally liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Defeasance Trust under this Agreement or the other Loan Documents.

(e) Each of Lender and Developer acknowledges and agrees that (i) the Breadbox Entities are expressly intended third party beneficiaries of this Section 6, above, and the Defeasance Payment obligations of Developer set forth in Section 3, above, (ii) each Breadbox Entity shall have the right to enforce the terms of Section 3 and this Section 6 directly against Lender and/or Developer, as applicable, and shall have standing to prosecute actions at law and in equity to enforce compliance with such provisions, and (iii) each of Lender and Developer irrevocably waives any right, power or privilege to which either of them otherwise may be entitled to assert or claim, in a motion to dismiss or as a defense or otherwise, in any legal proceeding that a Breadbox Entity has no standing to enforce compliance with the provisions of the Defeasance Payment obligations set forth in Section 3 and/or this Section 6.

7. **FURTHER ASSURANCES.** Co-Borrowers shall promptly (a) cure any defects in the execution and delivery of the Loan Documents, and (b) execute and deliver, or cause to be executed and delivered, all such other documents, agreements and instruments as Lender may reasonably request to further evidence and more fully describe the Collateral for the Loan, to correct any omissions in the Loan Documents, to perfect, protect or preserve any liens created under any of the Loan Documents, or to make any recordings, file any notices, or obtain any consents, as may be necessary or appropriate in connection therewith and to consummate fully the transaction contemplated under this Agreement and the other Loan Documents; provided that the same does not change any of the economic terms of the Loan, cause any costs to Co-Borrowers, increase any Co-Borrower's obligations or diminish any Co-Borrower's rights under this Agreement and the other Loan Documents, in each case, other than to a *de minimis* extent.

8. **INCORPORATION OF PROVISIONS.** The Note, the Pledge and the other Loan Documents are subject to the conditions, stipulations, agreements and covenants contained herein to the same extent and effect as if fully set forth therein until this Agreement is terminated by payment in full, or cancellation, of the Debt.

9. **CONSTRUCTION OF AGREEMENT.** The titles and headings of the Sections of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such Sections and shall not be given any consideration in the construction of this Agreement. All uses of the word "including" shall mean "including, without limitation" unless the context shall indicate otherwise. Unless otherwise specified, the words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specified, all meanings attributed to defined terms herein shall be equally applicable to both the singular and plural forms of the terms so defined.

10. **PARTIES BOUND, ETC.** The provisions of this Agreement shall be binding upon and inure to the benefit of Co-Borrowers and Lender and their respective successors and assigns (except as otherwise prohibited by this Agreement).

11. **NO JOINT VENTURE.** This Agreement and the other Loan Documents do not create, and shall not be construed as creating a joint venture or partnership between Lender and any Co-Borrower, and nothing herein contained shall be deemed to constitute any Co-Borrower, the agent or representative of Lender for any purpose.

12. **LOAN ASSUMPTION.** No Co-Borrower shall assign, and no other person or entity shall be entitled to assume, the Loan without the prior written consent of Lender.

13. **WAIVERS.** Lender may at any time and from time to time waive any one or more of the conditions contained herein, but any such waiver shall be deemed to be made in pursuance hereof and not in modification thereof, and any such waiver in any instance or under any particular circumstance shall not be considered a waiver of such condition in any other instance or circumstance.

14. **GOVERNING LAW; JURISDICTION.** This Agreement is and shall be deemed to be a contract entered into pursuant to the Laws of the State of New York and shall in all respects be governed, construed, applied and enforced in accordance with the Laws of

the State of New York. To the maximum extent not prohibited by applicable law, each Co-Borrower and Lender hereby irrevocably: (a) submit to the jurisdiction of any New York state or United States federal court sitting in state of New York over any action or proceeding arising out of this Agreement, (b) agree that all claims in respect of such action or proceeding may be held and determined in such New York state or federal court, and (c) consent to the service of process in any such action or proceeding in either of said courts by mailing thereof by the other party by registered or certified mail, postage prepaid, to such Co-Borrower or Lender at its address specified in the Loan Agreement Basic Terms, or at such Co-Borrower's most recent mailing address as set forth in the records of the Lender. Each Co-Borrower and Lender agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit or proceeding in such state and hereby waive any defense on the basis of an inconvenient forum. As used in this Agreement, "*Governmental Authority(ies)*" means any court, legislature, council, agency, authority, board, bureau, commission, department, office or instrumentality of any nature whatsoever of any governmental or quasi-governmental unit, or any governmental, public or quasi-public authority, of any federal, state, county, city, borough, municipal government or other political subdivision of any of the foregoing, or any official thereof, whether now or hereafter in existence; "*Law(s)*" means, collectively, all federal, state, local and municipal laws, statutes, codes, ordinances, rules, rulings, orders, judgments, decrees, injunctions, arbitral decisions, regulations, authorizations, determinations, directives and any other requirements and/or provisions of all Governmental Authorities, whether now or hereafter in force, which may be or become applicable to a Co-Borrower, the relationship of lender and borrower, Lender, the Collateral, any of the Loan Documents, or any part of any of them (whether or not the same may be valid) and all requirements, obligations and conditions of all instruments of record on the date hereof

15. **SEVERABILITY.** If any term, covenant or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such term, covenant or provision.

16. **NOTICES.** All notices required or permitted hereunder shall be in writing, signed by the party giving such notice, and shall be deemed given when delivered personally one (1) business day after delivery to a reputable overnight delivery service providing a receipt, or two (2) business days after deposit in the United States mail, postage prepaid, certified with return receipt requested, at the address set forth in the Loan Agreement Basic Terms, or at such other address as may have been given in accordance with this provision.

17. **RIGHT TO INSPECT.** Lender and/or its representatives shall have the right to inspect the books and records of Defeasance Trust related to the Collateral at any time during the term of the Loan, upon reasonable written notice.

18. **MODIFICATION.** This Agreement may not be modified, amended or terminated, except by an agreement in writing executed by the parties hereto.

19. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

20. **ELECTRONIC TRANSACTIONS.** The words "execution," "signed," "signature," "delivery" and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form. Documents executed, scanned and transmitted electronically, and electronic signatures, shall be deemed original signatures for purposes of this Agreement and any related documents and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. The parties agree that this Agreement and any related document, may be accepted, executed or agreed to through use of an electronic signature in accordance with (i) Electronic Signature In Global and National Commerce Act, Pub. L. No. 106-229, 114 Stat. 464 (codified at 15 U.S.C. §§ 7001-31) and (ii) Uniform Electronic Transactions Act, as each is adopted in the relevant jurisdiction, and as each of the same may be supplemented, amended, recodified or replaced from time to time (the "*eCommerce Laws*"). Any document accepted, executed or agreed to in conformity with the eCommerce Laws, by one or both parties, will be binding on both parties the same as if it were physically executed. Each party consents to the commercially reasonable use of third party electronic signature capture service providers and record storage providers.

21. **WAIVER OF JURY TRIAL.** LENDER AND EACH CO-BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY OR ON BEHALF OF LENDER OR A CO-BORROWER WITH RESPECT TO THIS AGREEMENT, THE NOTE, THE OTHER LOAN DOCUMENTS OR OTHERWISE IN RESPECT OF THE LOAN, ANY AND EVERY RIGHT THEY MAY HAVE TO A TRIAL BY JURY.

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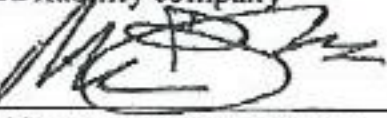

Exhibit B

BREADBOX LOAN PROGRAM DOCUMENTS

BREADBOX ENGAGEMENT AGREEMENT

Date: December _____, 2021

This Engagement Agreement (including the Engagement Agreement Terms and Conditions and any and all exhibits and schedules attached hereto, collectively, as the same may be supplemented, amended, modified, replaced and/or restated from time to time in accordance with the terms hereof, this "*Agreement*") is made and entered into by and among Developer, Breadbox Manager and Defeasance Trust. The parties hereto, as more fully described below, acknowledge and agree that this Agreement is governed by the Engagement Agreement Terms and Conditions attached hereto and incorporated herein by reference. In consideration of the covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties set forth below have each duly executed this Agreement as of the date set forth above.

Developer:	EPPS BRIDGE CENTRE II CWC, L.L.C. , a Missouri limited liability company	Developer's Address: EPPS Bridge Centre II CWC, L.L.C. 6445 Powers Ferry Road, Suite 120 Atlanta, Georgia 30339 Attn: Frank M. Bishop	EPPS BRIDGE CENTRE II CWC, L.L.C. , a Missouri limited liability company By: Oconee 316 Associates, LLC, a Georgia limited liability company, Manager By:  Frank M. Bishop, Manager
Breadbox Manager:	EPPS BRIDGE TRUST MANAGER, LLC , a Delaware limited liability company (" <i>Breadbox Manager</i> "), as Manager	Breadbox Manager's Address: Same as Defeasance Trust's Address below.	EPPS BRIDGE TRUST MANAGER, LLC , a Delaware limited liability company By:  Alan Bornstein, President
Defeasance Trust:	EPPS BRIDGE DEFEASANCE TRUST, DST , a Delaware statutory trust	Trust's Address: EPPS Bridge Trust Manager, LLC 336 Via de la Paz Los Angeles, California 90272 With copies to: Norton Rose Fulbright US LLP 7676 Forsyth Blvd., Suite 2230 St. Louis, Missouri 63105 Attn: Danette Davis	EPPS BRIDGE DEFEASANCE TRUST, DST , a Delaware statutory trust By: EPPS Bridge Trust Manager, L.L.C, a Delaware limited liability company By:  Alan Bornstein, President

ENGAGEMENT AGREEMENT TERMS AND CONDITIONS

A. Developer desires to obtain private economic development funds evidenced by the Loan from Lender. In connection with the Loan, Developer and Defeasance Trust have entered into that certain Breadbox Program License Agreement dated as of the date hereof (as the same may be supplemented, amended, modified consolidated, extended, replaced, renewed and/or restated from time to time, the "*Breadbox License Agreement*") pursuant to which Developer and Defeasance Trust licensed from UTW Capital, LLC ("*Licensor*") the right to use a proprietary program described as the "Breadbox Loan Program" with respect to the use of the Loan funds, which Breadbox Loan Program requires, and Lender's agreement to make the Loan is conditioned upon, among other things, (i) Developer's establishment of Defeasance Trust, as a co-borrower under the Loan, the assets of which Defeasance Trust (or so much thereof as necessary to repay the principal balance of the Loan) will be paid to the Lender on or before the Maturity Date in repayment of the Loan, (ii) Developer's payment to Defeasance Trust of the Defeasance Payment as required under the Loan Documents, and (iii) a pledge (x) by Defeasance Trust of the assets of Defeasance Trust and (y) by Developer of its Beneficial Interests (as defined in the Defeasance Trust Agreement) in the Defeasance Trust, in each case, to Lender to secure the Loan.

B. Developer desires to engage Breadbox Manager on the terms and conditions hereof to, among other things, cause Breadbox Manager to serve as "Manager" under the trust agreement governing the Defeasance Trust (as the same may be supplemented, amended, modified consolidated, extended, replaced, renewed and/or restated from time to time, the "*Defeasance Trust Agreement*") and, in such capacity, to join in the execution of the Defeasance Trust Agreement, the documents evidencing or securing the Loan (collectively, as the same may be supplemented, amended, modified consolidated, extended, replaced, renewed and/or restated from time to time, the "*Loan Documents*") and certain other Transaction Documents (as defined in the Defeasance Trust Agreement). In connection therewith, the parties hereto desire to enter into this Agreement with respect to the terms and conditions of such engagement.

WITNESSETH:

- 1. INCORPORATION OF RECITALS; DEFINITIONS.** The recitals appearing at the beginning of this Engagement Agreement Terms and Conditions are incorporated herein and expressly made a part hereof. Capitalized terms used in this Agreement shall, unless otherwise defined in the body of this Agreement have the meanings ascribed to such terms in the Preamble hereto or the Loan Documents.
- 2. BREADBOX SERVICES.** Breadbox Manager has been, or will be, engaged and agrees to serve as Manager of the Defeasance Trust pursuant to and in accordance with the terms and conditions set forth in the Defeasance Trust Agreement.
- 3. ADMINISTRATIVE FEE.** In compensation for its services as Manager of the Defeasance Trust as set forth in Section 1 above and as consideration for Breadbox Manager's agreement to act as Manager of the Defeasance Trust, Breadbox Manager shall be paid an annual administration fee (the "*Administrative Fee*"), which shall be calculated on the Effective Date and each anniversary thereof based on the rate of 0.25% multiplied by the principal balance of the Loan as of the date of such calculation. The Administrative Fee shall be paid by Defeasance Trust from the Defeasance Funds (as defined in the Defeasance Trust Agreement) to Breadbox Manager within five (5) days after the Effective Date and, thereafter, annually within five (5) days after each anniversary of the Effective Date prior to the later of (1) the Maturity Date and the payment in full of all Debt or (2) termination of the Defeasance Trust. When paid, such Administrative Fee shall be deemed fully earned and nonrefundable. Developer represents, acknowledges and agrees that Defeasance Trust is authorized to pay the Administrative Fee from the Defeasance Funds (as defined in the Defeasance Trust Agreement).
- 4. PAYMENT OF FEES.** Once paid, the fees or any part thereof payable hereunder shall not be refundable under any circumstances, regardless of whether the transactions or borrowings contemplated herein are consummated. All fees payable hereunder shall be paid in immediately available funds in U.S. Dollars and shall not be subject to reduction by way of withholding, setoff or counterclaim or be otherwise affected by any claim or dispute related to any other matter. In addition, all fees payable hereunder shall be paid without deduction for any taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any national, state or local taxing authority, or will be grossed up for such amounts. Further, fees paid hereunder shall be in addition to reimbursement of out-of-pocket expenses of "Manager" as provided for in the Defeasance Trust Agreement, and any other fees payable to Manager, Trustee or the Lender pursuant to the Defeasance Trust Agreement and the Transaction Documents (as defined in the Defeasance Trust Agreement). Breadbox Manager may, in its sole discretion, share with or allocate to, its affiliates and/or one or more other persons, all or a portion of any fees payable to Breadbox Manager pursuant to this Agreement.
- 5. NATURE OF ENGAGEMENT.** Engagement of Breadbox Manager hereunder is solely as an independent contractor to provide those services and perform those obligations expressly set forth herein and under the Defeasance Trust Agreement. No representations, warranties, or assurances are being made or shall be deemed made other than as expressly set forth in this Agreement and the Defeasance Trust Agreement. This Agreement shall not be deemed to constitute or give rise to, or be construed as creating, any partnership or joint venture between the parties hereto, or between any party or parties hereto and any other person or entity, and neither party shall have or be deemed to have any fiduciary duty to the other party hereunder, except as expressly set forth in the Defeasance Trust Agreement. Notwithstanding anything herein to the contrary, Breadbox Manager's engagement as Manager of the Defeasance Trust shall be strictly in accordance with the terms and conditions set forth in the Defeasance Trust Agreement. This Agreement shall not constitute or give rise to any obligation to provide any financing.

6. **TERM OF AGREEMENT.** This Agreement shall remain in effect until the later of (1) the Maturity Date and the payment in full of all Debt, (2) termination of the Defeasance Trust, and (3) payment of all fees, costs and expenses hereunder, including, without limitation the Administrative Fee. Notwithstanding the foregoing, Sections 7 and 8 of this Agreement shall survive the expiration of earlier termination of this Agreement.

7. **DISCLOSURE.** Developer shall keep the contents of this Agreement confidential and not disclose said contents other than to its principals, officers, employees, prospective partners, and their representatives and attorneys and accounts, who require knowledge of such information and as required by law or the legal process. Developer authorizes Breadbox Manager and each of its affiliates to issue press releases, advertisements and other promotional materials in connection with Breadbox Manager's and its respective affiliates' own promotional and marketing activities describing the Loan, the Defeasance Trust and/or other transactions contemplated hereunder in general terms or in detail and such parties' participation in the Loan and other transactions contemplated hereunder, provided such press releases, advertisements and promotional materials shall be approved in advance and in writing by Developer. All references to Breadbox Manager, Trustee and/or any affiliate of any of the foregoing, contained in any press release, advertisement or promotional material issued by Developer shall be approved in advance and in writing by Breadbox Manager, Trustee or any such affiliate, as applicable.

8. **RELEASE; INDEMNITY.**

(a) This Agreement shall not constitute or give rise to any obligation by Breadbox Manager, Trustee, UTW Capital, LLC nor any of their respective members, partners, shareholders, officers, directors, agents, employees, trustees, affiliates, successors or assigns (each a "*Breadbox Entity*" and, collectively, the "*Breadbox Entities*") to arrange for or provide financing. Each of Developer and Defeasance Trust acknowledges that, except as expressly set forth in the Transaction Documents, no Breadbox Entity has made any representations or warranties, express or implied, with respect to any aspect of the Loan, the Defeasance Trust, or the Collateral, including, without limitation (i) the existing or future solvency or financial condition or responsibility of Developer, (ii) the payment or collectability of the Loan, (iii) the validity, enforceability or legal effect of the Transaction Documents, (iv) the validity or effectiveness of the security interests contemplated by the Loan Documents, or (v) whether the proceeds of the Loan and/or the Trust Estate are subject to taxation by any Governmental Authority. Developer has made or caused to be made independently, and without reliance upon any Breadbox Entity, and based on such documents and information as it has deemed appropriate, the decision to enter into this Agreement, the other Transaction Documents and/or the transactions contemplated herein and therein, including the Loan and the establishment of the Defeasance Trust. Notwithstanding anything in this Agreement or the other Transaction Documents to the contrary, Developer on its own behalf and on behalf of its affiliates and subsidiaries, and their heirs, executors, administrators, trustees, legal representatives, successors and assigns, hereby agrees that the Breadbox Entities shall have no liability whatsoever for actions taken or omitted to be taken with respect to the subject matter of this Agreement or the other Transaction Documents, except to the extent such actions or omissions constitute gross negligence or willful misconduct of such Breadbox Entity. In furtherance of and in addition to the foregoing, Developer, on its own behalf and on behalf of its respective affiliates and subsidiaries, and their heirs, executors, administrators, trustees, legal representatives, successors and assigns, hereby covenants not to sue in connection with or assert, and hereby forever releases, and agrees to cause its affiliates and subsidiaries not to sue in connection with or assert, any claims, demands, causes of action or liabilities of any kind whatsoever, whether known or unknown, which they or any other party may now or hereafter have in connection with any actions taken or omitted to be taken by any Breadbox Entity with respect to the subject matter of this Agreement or the other Transaction Documents; provided that such actions or omissions do not constitute gross negligence or willful misconduct on the part of such Breadbox Party.

(b) Developer agrees to protect, defend, indemnify, release and hold Breadbox Entities harmless from and against any and all Losses directly or indirectly arising out of, resulting from, relating to or in connection with (i) such Breadbox Entity's entering into and/or carrying out the terms of this Agreement or any other Transaction Document, including, without limitation, such Breadbox Entity's rights to vote, waive, ratify, consent to, approve or disapprove certain actions, and to remove and/or replace the Trustee, under or in connection with the Defeasance Trust, and (ii) any claims asserted, whether or not legally valid or enforceable, relating to or arising from or in connection with the Loan or any use of the or misuse of the Loan proceeds; except, in each of clauses (i) and (ii), to the extent such Loss is attributable to such Breadbox Entity's gross negligence or willful misconduct (each, an "*Indemnified Matter*"). As used herein, "*Losses*" means any and all damages of any kind, including direct or indirect, special, incidental, consequential (including lost profits) and punitive damages (provided, however, any such punitive damages shall be limited to the extent asserted against a Breadbox Entity by a third party), losses, actual out-of-pocket costs, out-of-pocket expenses and liabilities (including strict liabilities), taxes, fines, assessments, penalties, charges, fees, judgments, awards, demands, claims, causes of action, and amounts paid in settlement, of whatever kind or nature (including reasonable fees of outside professionals, the charges of in-house legal counsel and accountants and other costs of defense reasonably incurred).

(c) Developer acknowledges and agrees that (i) the Breadbox Entities are expressly intended third party beneficiaries of this Section 8, (ii) each Breadbox Entity shall have the right to enforce the terms of this Section 8 directly against Developer and shall have standing to prosecute actions at law and in equity to enforce compliance with such provisions, and (iii) Developer irrevocably waives any right, power or privilege to which either of them otherwise may be entitled to assert or claim, in a motion to dismiss or as a defense or otherwise, in any legal proceeding that a Breadbox Entity has no standing to enforce compliance with the provisions of this Section 8.

(d) Developer represents and warrants that, in consenting to the terms contained in this Agreement, including, without limitation, the terms contained in this Section 8, it has proceeded voluntarily and with the advice of attorneys of its own respective

choosing, that it has read the terms of this Agreement, including without limitation, the terms of this Section 8 and reviewed such terms with its respective attorneys, that the terms of this Agreement, including, without limitation, the terms of this Section 8, have been fully and completely read and explained to it by its attorneys, and that such terms are fully understood and voluntarily accepted by it, with no duress or coercion of any kind.

9. REPRESENTATIONS.

(a) Developer represents and warrants that: (a) Developer has the full power and authority to execute and deliver this Agreement and to enter into and perform its obligations hereunder, (b) the execution, delivery and performance by Developer of this Agreement (i) is duly authorized and does not require the consent or approval of any other party or Governmental Authority which has not been obtained; and (ii) will not violate any Law or result in the imposition of any lien, charge or encumbrance upon the assets of Developer; and (c) this Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligations of Developer, enforceable in accordance with its terms, except as the enforcement hereof may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of the creditors' rights general and subject to the applicability of general principles of equity.

(b) Breadbox Manager represents and warrants that: (a) Breadbox Manager has the full power and authority to execute and deliver this Agreement and to enter into and perform its obligations hereunder, (b) the execution, delivery and performance by Breadbox Manager of this Agreement (i) is duly authorized and does not require the consent or approval of any other party or Governmental Authority which has not been obtained; and (ii) will not violate any Law or result in the imposition of any lien, charge or encumbrance upon the assets of Breadbox Manager; and (c) this Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligations of Breadbox Manager, enforceable in accordance with its terms, except as the enforcement hereof may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of the creditors' rights general and subject to the applicability of general principles of equity.

(c) Defeasance Trust represents and warrants that: (a) Breadbox Manager has the full power and authority to execute and deliver this Agreement on behalf of Defeasance Trust and to enter into and perform its obligations hereunder, (b) the execution, delivery and performance by Defeasance Trust of this Agreement (i) is duly authorized and does not require the consent or approval of any other party or Governmental Authority which has not been obtained; and (ii) will not violate any Law or result in the imposition of any lien, charge or encumbrance upon the assets of Breadbox Manager; and (c) this Agreement has been duly executed and delivered and constitutes the legal, valid and binding obligations of Defeasance Trust, enforceable in accordance with its terms, except as the enforcement hereof may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of the creditors' rights general and subject to the applicability of general principles of equity.

10. SUCCESSOR AND ASSIGNS. Wherever any of the parties to this Agreement is referred to, such reference is deemed to include the successors and assigns of such party, and this Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party hereto.

11. COUNTERPARTS. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on both parties, notwithstanding that both parties have not signed the original or the same counterpart. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof.

12. GOVERNING LAW. This Agreement is and shall be deemed to be a contract entered into pursuant to the Laws of the State of New York and shall in all respects be governed, construed, applied and enforced in accordance with the Laws of the State of New York, without regard to any conflict of laws principles.

13. AMENDMENTS AND WAIVERS. No amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by each of the parties, and no delay on the part of any party in exercising any of its options, powers or rights, or partial or single exercise thereof, shall constitute a waiver thereof.

14. INTERPRETATION. The captions of the sections of this Agreement have been inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. Whenever used in this Agreement, the singular shall include the plural and the plural shall include the singular. The words "hereof," "herein," and "hereunder," and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "including" or "include" shall mean including or include by way of example and not limitation (regardless of whether the words "without limitation" or words of similar import are used in conjunction therewith), unless otherwise expressly stated. This Agreement is intended solely for the benefit of the parties named herein and their respective successors and assigns, and no other person or entity shall have any right to enforce the provisions of this Agreement. The provisions of this Agreement are intended to govern only the relationship of the parties with respect to the specific services and obligations provided for herein and shall not affect any rights, powers, remedies, duties, obligations, or liabilities as between the parties in any other capacity or under any other agreement.

15. ATTORNEY FEES. In the event that any party hereunder shall be in default of its obligations hereunder beyond applicable notice and cure periods, such party shall be obligated to reimburse each of the other parties hereto such party's reasonable fees, costs and expenses incurred in connection with the enforcement of this Agreement.

16. NO THIRD-PARTY BENEFICIARY. Except as set forth in Section 8 above, the provisions of this Agreement are solely for the benefit of the parties hereto, and no other Person shall have any rights as a third party beneficiary of any of the provisions hereof.

17. FURTHER ASSURANCES. The parties shall, upon request of any other party, duly execute and deliver, or cause to be duly executed and delivered, to the other parties or any of them such further instruments and take and cause to be taken such further actions as may be reasonably necessary to carry out the provisions and purposes of this Agreement.

18. ELECTRONIC TRANSACTIONS. The words "execution," "signed," "signature," "delivery" and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form. Documents executed, scanned and transmitted electronically, and electronic signatures, shall be deemed original signatures for purposes of this Agreement and any related documents and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. The parties agree that this Agreement and any related document, may be accepted, executed or agreed to through use of an electronic signature in accordance with (i) Electronic Signature In Global and National Commerce Act, Pub. L. No. 106-229, 114 Stat. 464 (codified at 15 U.S.C. §§ 7001-31) and (ii) Uniform Electronic Transactions Act, as each is adopted in the relevant jurisdiction, and as each of the same may be supplemented, amended, recodified or replaced from time to time (the "*eCommerce Laws*"). Any document accepted, executed or agreed to in conformity with the *eCommerce Laws*, by one or both parties, will be binding on both parties the same as if it were physically executed. Each party consents to the commercially reasonable use of third party electronic signature capture service providers and record storage providers.

19. ARBITRATION PROVISIONS.

(a) With respect to any and all disputes arising out of or relating to this Agreement, no matter on what theory, including without limitation, contract, tort, statutory or regulatory, or common law, and including regarding the applicability or validity of this arbitration provision (collectively, "*Claims*"), the parties agree to negotiate in good faith to achieve a mutually satisfactory resolution. If the parties do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this Section. EACH PARTY HERETO ACKNOWLEDGES THAT SUCH PARTY IS GIVING UP THE RIGHT TO LITIGATE ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. Instead, to the maximum extent permitted by applicable law, all Claims will be resolved before neutral arbitrators in accordance with paragraph (b) below, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act, 9 U.S.C. sections 1-9 (or any successor thereto). Any court with jurisdiction over the parties may enforce the arbitrator's award.

(b) All Claims that cannot be settled through informal negotiation will be adjudicated exclusively through confidential binding arbitration in accordance with the then current Commercial Finance rules and procedures of the American Arbitration Association (the "*AAA*") (or any successor rules for arbitration of financial services disputes), or, in the event the AAA declines or is unable to administer the arbitration, by a nationally recognized arbitration forum reasonably selected by Breadbox Manager. The issues shall be heard and determined by three (3) neutral arbitrators. Each party shall select an arbitrator with experience with commercial financial services disputes, and the two arbitrators shall select a third arbitrator, who shall have prior judicial experience. If the arbitrators cannot agree, the third arbitrator shall be selected pursuant to the AAA "Arbitrator Select: List and Appointment" process. The award rendered by the arbitrators shall be in writing and set forth, in reasonable detail, the basis therefor, and shall be final and binding on the parties, absent manifest error, and may be entered and enforced in any court having jurisdiction, and any court where a party or its assets is located (to whose jurisdiction the parties hereby consent for the purposes of enforcing the award). Judgment on the award shall be final and non-appealable. If more than one arbitration is commenced under this Agreement and one party contends that two or more arbitrations are substantially related and that the issues should be heard in one proceeding, the arbitrators selected in the first-filed proceeding shall determine whether, in the interests of justice and efficiency, the proceedings should be consolidated before those arbitrators. Any arbitration conducted by the AAA pursuant to this Section shall be conducted in New York, New York or such other location as agreed upon by the parties. The arbitration proceedings shall be private. All documents, transcripts, and filings received by any party shall not be disclosed by the recipient to any third parties other than attorneys, accountants, auditors, and financial advisors acting in the course of their representation, or as otherwise ordered by a court of competent jurisdiction. Any award also shall be kept confidential, although this specific requirement shall be void once the award must be submitted to a court for enforcement. The parties agree that injunctive relief, including a temporary restraining order, from a trial court is the appropriate relief for breach of this Section, and they waive any security or the posting of a bond as a requirement for obtaining such relief.

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BREADBOX PROGRAM LICENSE AGREEMENT TERM AND CONDITIONS

RECITALS:

- A. Licensor owns rights to a proprietary program with respect to the use of public funds for private economic development purposes (the "*Breadbox Loan Program*");
- B. Licensees desire to implement the Breadbox Loan Program in connection with certain private economic development activities; and
- C. Licensees desire to license from Licensor, and Licensor desires to license to Licensees, the Breadbox Loan Program, solely for use in connection with the receipt of certain private economic development funds (the "*Licensed Use*") on the following terms and conditions.

WITNESSETH:

1. **LICENSE.** License. Licensor hereby grants to each Licensee under all of Licensor's intellectual property rights a royalty-free (subject to Section 2.1), limited, non-exclusive, non-sublicensable, non-transferable right to use the Breadbox Loan Program during the Term solely for the Licensed Use.
- 1.2. Agreements Regarding the Use of the Breadbox Loan Program. Licensees shall not, nor shall Licensees direct or cause, directly or indirectly, any other Person to, use the Breadbox Loan Program in a manner that reflects unfavorably on Licensor or the Breadbox Loan Program or that otherwise materially and adversely affects the Breadbox Loan Program.
- 1.3. Acknowledgement of Ownership. The Parties acknowledge that all right, title and interest in and to the Breadbox Loan Program (including any modifications, supplements, or derivatives thereof or thereto and all related intellectual property rights) shall remain the sole and exclusive property of Licensor, and no Person other than Licensor shall obtain any right, title or interest in or to the foregoing by virtue of this Agreement.
- 1.4. No Exclusivity. The Parties further acknowledge and agree that Licensor may collaborate with, or license the Breadbox Loan Program to, other third parties, including private economic development activities identical to or competitive with those contemplated hereunder, and nothing in this Agreement shall be deemed to limit Licensor from engaging in any such collaborations or licenses with third parties of Licensor's choosing.
- 1.5. Delivery. Licensor shall, promptly after the date hereof, deliver to Licensees all information and documentation reasonably required by Licensees to implement and use the Breadbox Loan Program for the Licensed Use.

2. FEES AND PAYMENT.

- 2.1. Fees. In consideration, and as full payment, for the rights and licenses granted to Licensees in this Agreement, Defeasance Trust shall be obligated to (i) make one or more payments of fees to Licensor from time to time in the amount of one and twenty-five hundredths of one percent (1.25%) of the loan issued to the Developer and Defeasance Trust pursuant to the Loan Agreement (each such payment, a "*License Fee*") pursuant to this Section 2 and (ii) reimburse Licensor for Licensor's reasonable out-of-pocket expenses incurred in connection with the development or implementation of the Breadbox Loan Program for the Licensed Use (the "*Reimbursable Costs*").
- 2.2. Payment. On the Effective Date (as defined in the Loan Agreement), Defeasance Trust shall pay to Licensor the License Fee and shall reimburse Licensor for all Reimbursable Costs as of such date. Furthermore, Defeasance Trust shall reimburse Licensor for all other Reimbursable Costs within thirty (30) days after the date that Licensees receive a written invoice from Licensor setting forth such Reimbursable Costs, and reasonable supporting documentation relating thereto. Licensees represent, acknowledge and agree that Defeasance Trust is authorized to pay the License Fee and any such Reimbursable Costs from the Trust Estate (as defined in the Defeasance Trust Agreement).

3. TERM; TERMINATION.

- 3.1. Term. The term of this Agreement (the "*Term*") shall be coterminous with the Loan Agreement, unless earlier terminated in accordance with the terms hereof.
- 3.2. Termination. This Agreement shall terminate effective immediately upon Licensees' receipt of notice from Licensor that any Licensee has materially breached or failed to perform any of its covenants or agreements set forth in this Agreement, and that Licensor is electing to terminate this Agreement pursuant to this Section 3.2 because: (i) Licensor believes such breach or failure to perform is incapable of being cured within ninety (90) calendar days, (ii) such breach has not been cured within ninety (90) calendar days following receipt by the Licensees of written notice from Licensor of the breach or failure to perform, or (iii) the Licensees have not commenced good-faith efforts to cure the breach or failure to perform within thirty (30) calendar days following receipt by Licensees of written notice from Licensor of the breach or failure to perform.
- 3.3. Effect of Termination; Survival. In the event of the termination or expiration of this Agreement, all applicable rights of Licensees to use the Breadbox Loan Program pursuant to this Agreement shall immediately cease and Licensees shall immediately discontinue

use of the Breadbox Loan Program in all ways; provided that Section 4 (No Warranties by Licensor), Section 5 (Disclosures), Section 8 (No Consequential Damages), Section 9 (General), and this Section 3.3 shall survive such expiration or termination. Notwithstanding the foregoing, in the event of termination of this Agreement, Licensees may continue to use the Breadbox Loan Program pursuant to this Agreement in connection with Advances of the Loan (as such terms are defined in the Loan Agreement) made prior to the effective date of such termination, until the termination or expiration date of the Loan Agreement.

4. NO WARRANTIES BY LICENSOR. THE BREADBOX LOAN PROGRAM IS PROVIDED "AS-IS" AND THE USE OF BREADBOX LOAN PROGRAM IS AT EACH LICENSEE'S OWN RISK. LICENSOR EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, CONCERNING THE VALIDITY, ENFORCEABILITY, AND SCOPE OF THE BREADBOX LOAN PROGRAM, THE ACCURACY, COMPLETENESS, SAFETY, USEFULNESS FOR ANY PURPOSE, OR LIKELIHOOD OF SUCCESS (COMMERCIAL, REGULATORY OR OTHER) OF THE BREADBOX LOAN PROGRAM, AND ANY OTHER INFORMATION, TECHNIQUES, METHODS, PRODUCTS, PROCESSES, OR PRACTICES AT ANY TIME MADE AVAILABLE BY LICENSOR HEREUNDER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

5. DISCLOSURES.

5.1. Covenants. Licensees shall and shall cause each of their respective affiliates to (i) keep confidential, and (ii) not use for any purpose other than the exercise of its rights hereunder during the Term, all Confidential Information disclosed by Licensor or any of its representatives or its affiliates to Licensees hereunder; provided however, that the foregoing obligation of confidentiality shall not apply to the extent that any Confidential Information (a) is already known to Licensees at the time of disclosure by Licensor or its representatives or affiliates and is not the subject of any confidentiality obligations; or (b) is publicly known prior to, or becomes publicly known after, disclosure by Licensor or its representatives or affiliates, other than through acts or omissions of Licensees or their respective representatives or affiliates. In maintaining the confidentiality of Confidential Information, each Licensee shall use, at a minimum, the same degree of care as it uses to protect its own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorized use, disclosure or publication of Confidential Information.

5.2. Required Disclosures. In the event that any Confidential Information is required to be disclosed by Licensees by law or valid order of a court or other governmental authority, Licensees shall, to the extent legally permitted, (i) use all reasonable efforts to give prompt notice to Licensor, and (ii) if requested by Licensor, use commercially reasonable efforts, in coordination with Licensor, to object to such disclosure or to obtain a protective order requiring that the Confidential Information so disclosed be kept confidential and used only for the purposes for which the order was issued. Notwithstanding any termination or expiration of this Agreement, the obligations of Licensees under this Section 5 shall remain in effect until the fifth anniversary of the effective date of termination or expiration of this Agreement.

6. PUBLICITY; USE OF NAMES. Licensor may disclose in any promotional materials that it may publish or distribute in any format or medium that Licensees implement and use the Breadbox Loan Program for the Licensed Use and may use Licensees' respective names and logos in connection with such disclosure.

7. NOTIFICATIONS. Any and all notices, requests, consents, waivers or demands or other communications permitted or required to be made under this Agreement shall be in writing, and shall be delivered (i) personally (with signed confirmation of receipt); (ii) by overnight mail (with signed confirmation of receipt); (iii) by registered or certified mail, return receipt requested; or (iv) by Electronic Transmission. All such notices, requests, consents, waivers or demands or other communications shall be deemed delivered, as applicable: (a) on the date of the personal delivery; (b) on the date of the signed receipt for certified or registered mail; (c) on the next business day for overnight mail; or (d) when delivered by Electronic Transmission (with confirmation of receipt), to the addresses set forth on the first page of this Agreement.

Any Person may, from time to time, change its address for the purpose of notices to that Person by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the Person sought to be charged with its contents.

8. NO CONSEQUENTIAL DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSOR SHALL NOT BE LIABLE TO LICENSEES OR ANY OTHER PERSON FOR ANY INJURY TO OR LOSS GOODWILL, REPUTATION, BUSINESS, PRODUCTION, REVENUES, PROFITS, ANTICIPATED PROFITS, CONTRACTS, OR OPPORTUNITIES (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE, OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9. GENERAL.

9.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to the choice of law principles of the laws of the State of New York or any other jurisdiction.

9.2. Dispute Resolution.

- 9.2.1. With respect to any and all disputes arising out of or relating to this Agreement, no matter on what theory, including without limitation, contract, tort, statutory or regulatory, or common law, and including regarding the applicability or validity of this arbitration provision (collectively, "*Claims*"), the parties agree to negotiate in good faith to achieve a mutually satisfactory resolution. If the parties do not resolve any dispute by informal negotiation, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this Section. EACH PARTY HERETO ACKNOWLEDGES THAT SUCH PARTY IS GIVING UP THE RIGHT TO LITIGATE ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. Instead, to the maximum extent permitted by applicable law, all Claims will be resolved before neutral arbitrators in accordance with paragraph (b) below, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act, 9 U.S.C. sections 1-9 (or any successor thereto). Any court with jurisdiction over the parties may enforce the arbitrator's award.
- 9.2.2. All Claims that cannot be settled through informal negotiation will be adjudicated exclusively through confidential binding arbitration in accordance with the then current Commercial Finance rules and procedures of the American Arbitration Association (the "*AAA*") (or any successor rules for arbitration of financial services disputes), or, in the event the AAA declines or is unable to administer the arbitration, by a nationally recognized arbitration forum reasonably selected by Licensor. The issues shall be heard and determined by three (3) neutral arbitrators. Each party shall select an arbitrator with experience with commercial financial services disputes, and the two arbitrators shall select a third arbitrator, who shall have prior judicial experience. If the arbitrators cannot agree, the third arbitrator shall be selected pursuant to the AAA "Arbitrator Select: List and Appointment" process. The award rendered by the arbitrators shall be in writing and set forth, in reasonable detail, the basis therefor, and shall be final and binding on the parties, absent manifest error, and may be entered and enforced in any court having jurisdiction, and any court where a party or its assets is located (to whose jurisdiction the parties hereby consent for the purposes of enforcing the award). Judgment on the award shall be final and non-appealable. If more than one arbitration is commenced under this Agreement and one party contends that two or more arbitrations are substantially related and that the issues should be heard in one proceeding, the arbitrators selected in the first-filed proceeding shall determine whether, in the interests of justice and efficiency, the proceedings should be consolidated before those arbitrators. Any arbitration conducted by the AAA pursuant to this Section shall be conducted in New York, New York or such other location as agreed upon by the parties. The arbitration proceedings shall be private. All documents, transcripts, and filings received by any party shall not be disclosed by the recipient to any third parties other than attorneys, accountants, auditors, and financial advisors acting in the course of their representation, or as otherwise ordered by a court of competent jurisdiction. Any award also shall be kept confidential, although this specific requirement shall be void once the award must be submitted to a court for enforcement. The parties agree that injunctive relief, including a temporary restraining order, from a trial court is the appropriate relief for breach of this Section, and they waive any security or the posting of a bond as a requirement for obtaining such relief.

9.3. Consent Rights. Whenever in this Agreement an action or decision is subject to any Person's approval or consent in its sole discretion, such Person shall (a) be entitled to make such decision in its sole and absolute discretion, (b) be entitled to consider only such interests and factors as such Person desires, including its own interests, and (c) have no duty or obligation to give any consideration to any interest of or factors affecting any other Person. Any such decision shall be final and binding upon the Parties and shall be non-appealable (except as otherwise expressly provided herein to the contrary).

9.4. Entire Agreement. This Agreement contains a complete statement of the agreements and understandings among the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings and all contemporaneous oral agreements and understandings between or among them with respect to such subject matter. The Parties each acknowledge that there are no contemporaneous written agreements and understandings between or among the Parties with respect to the subject matter hereof.

9.5. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties. No waiver by any Party of any provision of this Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

9.6. No Third-Party Beneficiary. This Agreement is being entered into solely for the benefit of the Parties, and nothing in this Agreement shall be deemed to create any third-party beneficiary rights in any Person not a party to this Agreement.

9.7. Savings Clause. If any provision hereof shall be held invalid or unenforceable by any arbitrator or court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed, and, to the maximum extent permitted by law, shall not affect the validity or effect of any other provision hereof.

9.8. Assignment, Successors and Assigns. Licensees shall not assign or purport or attempt to assign, in whole or in part, this Agreement or any of its rights and obligations hereunder without the prior written consent of Licensor, which shall not be unreasonably withheld. Any assignment or purported or attempted assignment in violation of the preceding sentence shall be null and void. Licensor may assign, in whole or in part, this Agreement or any of its rights and obligations hereunder in its sole discretion. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.

9.9. Specific Performance. The Parties acknowledge that money damages, even if available, would not be an adequate remedy if any Party failed to perform in any material respect any of its obligations under this Agreement in accordance with its terms, and accordingly the Parties agree that, in addition to any other remedy to which a Party may be entitled at law or in equity, each Party will be entitled to obtain an order granting an injunction or injunctions to prevent breaches of this Agreement or compelling specific performance of the other Party's obligations under this Agreement, without proof of actual damages and without any requirement that it post a bond, and the Parties agree that if any proceeding is brought in equity to compel performance of any provision of this Agreement, neither Party will raise the defense that there is an adequate remedy at law. Except as otherwise provided in this Agreement, no remedy will be exclusive of any other remedy to which a Party may be entitled, and the remedies available to a Party will be cumulative.

9.10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. A copy transmitted via facsimile or e-mail of this Agreement, bearing the signature of any Party shall be deemed to be of the same legal force and effect as an original of this Agreement bearing such signature as originally written by such Party.

9.11. No Presumption Against Drafting Party. The Parties have participated jointly in the negotiation and drafting of this Agreement, and in the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and accordingly any rule of law that would require interpretation of any claimed ambiguities in this Agreement against the drafting Party has no application and is expressly waived.

9.12. Definitions. Unless otherwise defined herein, the terms set forth in this Agreement shall have the following respective meanings:

"Confidential Information" means any non-public information disclosed by Licensor to Licensees under this Agreement. Without limiting the foregoing, "Confidential Information" shall include all know-how, methods, processes, techniques, and technical data relating to the Breadbox Loan Program.

"Defeasance Trust Agreement" has the meaning assigned to such term in the Engagement Agreement.

"Engagement Agreement" means that certain Breadbox Engagement Agreement dated as of the date hereof by and among Developer, Manager (as defined in the Defeasance Trust Agreement) and Defeasance Trust, as the same may be supplemented, amended, modified, consolidated, extended, replaced, renewed and/or restated from time to time.

"Electronic Transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient.

"Loan Agreement" means that certain Loan Agreement, dated on or about the date hereof, among Developer and Defeasance Trust, as co-borrowers, and the Lender described therein, with respect to certain private economic funds from the Lender, as the same may be supplemented, amended, modified, consolidated, extended, replaced, renewed and/or restated from time to time.

"Person" means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company or corporation, estate, trust, unincorporated association, institution, public or governmental body or any other legal entity.

9.13. Interpretation. When a reference is made in this Agreement to an Article or a Section, such reference shall be to an Article or a Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The terms "or," "any" and "either" are not exclusive.

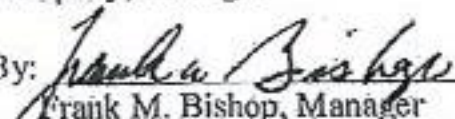

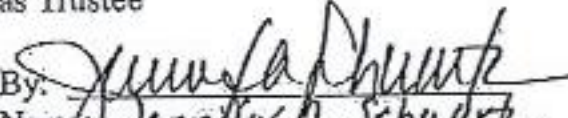
9.14. Electronic Transactions. The words "execution," "signed," "signature," "delivery" and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form. Documents executed, scanned and transmitted electronically, and electronic signatures, shall be deemed original signatures for purposes of this Agreement and any related documents and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. The parties agree that this Agreement and any related document, may be accepted, executed or agreed to through use of an electronic signature in accordance

with (i) Electronic Signature In Global and National Commerce Act, Pub. L. No. 106-229, 114 Stat. 464 (codified at 15 U.S.C. §§ 7001-31) and (ii) Uniform Electronic Transactions Act, as each is adopted in the relevant jurisdiction, and as each of the same may be supplemented, amended, recodified or replaced from time to time (the "*eCommerce Laws*"). Any document accepted, executed or agreed to in conformity with the *eCommerce Laws*, by one or both parties, will be binding on both parties the same as if it were physically executed. Each party consents to the commercially reasonable use of third party electronic signature capture service providers and record storage providers.

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TRUST AGREEMENT OF	
Trust:	EPPS BRIDGE DEFEASANCE TRUST, DST, a Delaware statutory trust (the "Trust")
Effective Date:	December <u>7</u> , 2021
Principal Office:	c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801

This TRUST AGREEMENT (including the Trust Agreement Terms and Conditions and any and all exhibits and schedules attached hereto, collectively, as the same may be supplemented, amended, modified, replaced and/or restated from time to time in accordance with the terms hereof, this "Agreement" or "Trust Agreement") is made and entered into by and between Depositor, Manager and Trustee. The parties hereto, as more fully described below, acknowledge and agree that this Trust Agreement is governed by, the Trust Agreement Terms and Conditions attached hereto and incorporated herein by reference. In consideration of the covenants set forth in this Trust Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Depositor, Manager, Trustee, Lender and Trust have each duly executed this Trust Agreement as of the Effective Date set forth above.

Depositor:	EPPS BRIDGE CENTRE II CWC, L.L.C., a Missouri limited liability company	Depositor's Address: EPPS Bridge Centre II CWC, L.L.C. 6445 Powers Ferry Road, Suite 120 Atlanta, GA 30339 Attn: Frank M. Bishop	EPPS BRIDGE CENTRE II CWC, L.L.C., a Missouri limited liability company By: Oconee 316 Associates, LLC, a Georgia limited liability company, Manager By:  Frank M. Bishop, Manager
Manager:	EPPS BRIDGE TRUST MANAGER, LLC, a Delaware limited liability company ("Breadbox Manager"), as Manager	Manager's Address: EPPS Bridge Trust Manager, LLC 336 Via de la Paz Los Angeles, California 90272 With copies to: Norton Rose Fulbright US LLP 7676 Forsyth Blvd., Suite 2230 St. Louis, Missouri 63105 Attn: Dancette Davis, Esq.	EPPS BRIDGE TRUST MANAGER, LLC, a Delaware limited liability company By:  Alan Bornstein, President
Trustee:	THE CORPORATION TRUST COMPANY, a Delaware corporation ("Trust Company")	Trustee's Address: The Corporation Trust Company 1209 Orange Street Wilmington, Delaware 19801	THE CORPORATION TRUST COMPANY, a Delaware corporation, as Trustee By:  Name: Jennifer A. Schardt Title: Asst. Vice President

TRUST AGREEMENT TERMS AND CONDITIONS

WHEREAS, Manager has formed the Trust in accordance with Chapter 38 of Title 12 of the Delaware Code, 12 Del. C. § 3801, *et seq.* (the "Statutory Trust Act") by filing the Certificate of Trust with the Secretary of State of the State of Delaware on even date herewith. Depositor will contribute the Defeasance Funds to the Trust to be held in trust for distribution pursuant to the terms of this Trust Agreement. Manager has been appointed as the manager of the Trust to undertake certain actions and perform certain duties that would otherwise be performed by the Trust or Trustee, including, but not limited to, investment of the Trust Estate (as such terms are hereinafter defined). Manager intends to hire outside professional investment advisors to provide guidance and direction with respect to the investment decisions of Manager.

WITNESSETH:

1. GENERAL MATTERS.

1.1 Organizational Matters.

- (a) "Trustee" means the Person serving, at the time of determination, as the trustee under this Trust Agreement, in such Person's capacity as Trustee and not in such Person's individual capacity. Trust Company is hereby appointed to serve as Trustee of the Trust in the State of Delaware for the sole purpose of satisfying the requirements of Section 3807 of the Statutory Trust Act that the Trust have at least one trustee with a principal place of business in the State of Delaware, and Trust Company hereby accepts such appointment, pursuant and subject to this Trust Agreement. "Manager" means the Person serving, at the time of determination, as the manager under this Trust Agreement. Breadbox Manager is hereby appointed as Manager, and Breadbox Manager hereby accepts such appointment, pursuant and subject to this Trust Agreement. "Person" means a natural person, corporation, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank trust company, land trust, business trust, statutory trust or other organization, whether or not a legal entity, and a government or agency or political subdivision thereof.
- (b) Depositor has authorized and directed Trustee to execute and Manager to file the certificate of trust of the Trust in substantially the form of Exhibit B (the "Certificate of Trust") in the office of the Secretary of State of the State of Delaware (the "Secretary of State"), which filing has been duly made, and hereby authorizes Trustee and Manager to execute and file in the office of the Secretary of State such other certificates as may from time to time be required under the Statutory Trust Act or any other Delaware law.
- (c) The name of the Trust is set forth on the title page hereof. Pursuant to Section 3806(b)(7) of the Statutory Trust Act, Manager shall have full power and authority, and is hereby authorized, to conduct the activities of the Trust, execute and deliver all documents (including, without limitation, the Transaction Documents to which the Trust is or becomes a party from time to time) for or on behalf of the Trust, and cause the Trust to sue or be sued under its name. Any reference to the Trust shall be a reference to the statutory trust formed pursuant to the Certificate of Trust and this Trust Agreement and not to Trustee or Manager individually or to the officers, agents or employees of the Trust, Trustee, or Manager.
- (d) The principal office of the Trust, and such additional offices as Manager may determine to establish, shall be located at such places inside or outside of the State of Delaware as Manager shall designate from time to time. As of the Effective Date, the principal office of the Trust is as set out on the first page of this Trust Agreement.
- (e) The "Trust Estate" shall mean all of the Trust's right, title, and interest in and to the Defeasance Funds and any and all other property and assets (whether tangible or intangible) in which the Trust at any time has any right, title or interest. Legal title to the Trust Estate shall be vested in the Trust as a separate legal entity.
- (f) Capitalized terms used in this Trust Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Financing Documents.

1.2 Declaration of Trust and Statement of Intent.

- (a) Trustee hereby declares that it shall hold the Trust Estate in trust, upon the terms set forth in this Trust Agreement, for the benefit of each Person (each such Person, a "Beneficial Owner") who, at the time of determination, holds a beneficial interest in the Trust, as such term is used in the Statutory Trust Act (a "Beneficial Interest") as reflected on the most recent Ownership Records. As used herein, "Ownership Records" means the records maintained by Manager, indicating from time to time the name, mailing address of each Beneficial Owner, and the percentage of the aggregate Beneficial Interest in the Trust held by each such Beneficial Owner (the "Percentage Share"), which records shall initially indicate Depositor as the sole Beneficial Owner and shall be revised by Manager contemporaneously to reflect any issuance of additional Beneficial Interests and Beneficial Ownership Certificates in accordance with this Trust Agreement, changes in mailing addresses, or other changes.
- (b) It is the intention of the parties that the Trust constitute a "statutory trust," Trustee is a "trustee," Manager is an "agent" of the Trust, Beneficial Owners are "beneficial owners," and this Trust Agreement is the "governing instrument" of the Trust, each within the respective meaning provided in the Statutory Trust Act.
- (c) The business and affairs of the Trust shall be managed and administered by Manager. Whenever this Trust Agreement provides for an action to be taken by the Trust, such action shall be taken on behalf of the Trust by Manager, except to the extent that Manager shall direct any other Person to take such action.

1.3 Purposes. The purposes of the Trust are, and the Trust has all requisite power, authority and authorization to engage in, the following activities: (i) to receive and hold in trust funds, the Defeasance Payments (as defined under the Financing Documents), contributed by or on behalf of Depositor to the Trust (collectively, the "*Defeasance Funds*"), (ii) to enter into, execute, deliver and perform the Financing Documents and the other Transaction Documents to which it is or becomes a party from time to time; (iii) to hold for investment and eventually distribute the Defeasance Funds in accordance with the terms of this Trust Agreement; and (iv) to take only such other actions as Manager deems necessary to carry out the foregoing.

2. PROVISIONS RELATING TO THE LOAN AND TAX TREATMENT.

2.1 Article 2 Supersedes All Other Provisions of this Trust Agreement. To the extent of any inconsistency between this Article 2 and any other provision of this Trust Agreement (except those provisions of this Trust Agreement that relate to the duties, obligations, rights, protections, exculpations, or indemnification of Trustee and/or Manager), this Article 2 shall supersede and be controlling; provided, for the avoidance of doubt, that nothing in this Article 2 or elsewhere in this Trust Agreement shall limit or impair the Trust's power, authority and authorization (or limit or impair Manager's power, authority and authorization to cause the Trust) to enter into, execute, deliver, and perform its obligations under, the Transaction Documents to which it is or becomes a party from time to time, and to do so without the need for the consent or approval of any Beneficial Owner or other Person and further provided that the requirements of this Article 2 shall be enforceable to the maximum extent permissible under the Statutory Trust Act.

2.2 Provisions Relating to Loan. This Section 2.2 is intended to qualify the Trust as a "single purpose entity" for purposes of a certain loan from Lender to the Trust and Depositor, as co-borrowers (the "*Loan*"), as such Loan is evidenced and secured by certain agreements, instruments, certificates or other documents evidencing, securing or otherwise executed in connection with the Loan, and any and all assignments and other security instruments in or related to the Defeasance Funds or other collateral for the Loan (collectively, the "*Financing Documents*").

(a) The Trust must remain a Single Purpose Entity. A "*Single Purpose Entity*" means an entity which at all times since its formation and thereafter shall not, without the prior written consent of Lender: (1) incur any additional debt or liabilities other than those set forth under the Financing Documents and other Transaction Documents and costs and expenses incurred in the normal course in connection with the administration of the Trust and the management of the assets thereof; engage in any business or activity other than as permitted pursuant to this Trust Agreement and activities incidental thereto; (2) merge into or consolidate with any Person or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure; (3) amend, modify, terminate or fail to comply in all material respects with the provisions of this Trust Agreement; commingle the Trust Estate with property of separate trusts or the assets of any other Person; or merge (and administer as a single trust) any trust under the Trust Agreement and any trust under any other instrument; divide the Trust into two or more separate trusts; (4) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Loan; (5) fail to maintain its records, books of account and bank accounts separate and apart from those of any other Person; (6) enter into any contract or agreement with any trust grantor, trust beneficiary, trustee, affiliate of the Trust, or affiliates of any member, partner, principal or shareholder of an affiliate of the Trust, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties, other than the Transaction Documents; (7) seek the dissolution or winding up, in whole or in part, of the Trust; (8) guarantee or become obligated for the debts of any other entity or person or hold itself out to be responsible for the debts of another entity or person, except as set forth in the Transaction Documents; (9) make any loans or advances to any third party, including any trust grantor, trust beneficiary, member, principal or affiliate of the Trust, or any member, principal or shareholder of an affiliate of the Trust, and shall not acquire obligations or securities of any member, principal or affiliate of the Trust, or any member, general partner, or member of an affiliate of the Trust; (10) fail to file its own tax returns (if required by law), or file a consolidated federal income tax return with any other entity; (11) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not to (i) mislead others as to the identity with which such other party is transacting business, or (ii) suggest that the Trust is responsible for the debts of any third party (including any member, principal or affiliate of the Trust, or any member, partner, principal or member of an affiliate of the Trust); (12) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors; (13) fail to maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other Person; (14) have its assets listed on the financial statement of any other Person; or (15) appoint a replacement Manager of the Trust, except as set forth in Section 4.7 hereof.

(b) To the fullest extent permitted by law, no bankruptcy, reorganization arrangement, insolvency or liquidation proceeding, or other proceedings under any similar law, shall be instituted or joined in by the Trust unless so directed by the Manager.

2.3 Provisions Relating to Tax Treatment. It is the intention of Depositor that, for U.S. federal income tax purposes, the Trust be classified as a corporation. Manager, on behalf of the Trust, shall file such elections and/or take any other necessary actions and make any other necessary filings as may be required in order for the Trust to initially obtain and continue to maintain such tax classification as a corporation. Each Beneficial Owner agrees to be bound by such characterization and to take no action inconsistent with such characterization unless and until otherwise required by an applicable taxing authority. All parties further agree that,

unless and until otherwise required by an applicable tax authority, the Trust will file or cause to be filed only those annual and periodic tax returns, tax reports and other tax forms that are consistent with the foregoing characterization of the Trust.

3. CONCERNING TRUSTEE.

3.1 Custody. While Trust Company is serving as Trustee, Trust Company shall not hold custody of the Defeasance Funds. Trustee has no other powers or authorities.

3.2 Duties.

- (a) The duties of Trustee shall be limited to (i) accepting legal process served on the Trust in the State of Delaware and (ii) the execution of any certificates required to be filed with the Delaware Secretary of State which the Trustee is required to execute under Section 3811 of the Statutory Trust Act. To the extent that, at law or in equity, Trustee has duties (including fiduciary duties) and liabilities relating thereto to Manager, the Trust or the Beneficial Owners, it is hereby understood and agreed by the other parties hereto that such duties and liabilities are, to the fullest extent permitted by law, replaced by the duties and liabilities of Trustee expressly set forth in this Trust Agreement. Trustee shall have no liability for the acts or omissions of Manager or the Beneficial Owners and shall have no duty to monitor or supervise such Persons.
- (b) To the fullest extent permitted by law and notwithstanding anything in this Trust Agreement to the contrary, Trustee shall not be personally liable for special, consequential or punitive damages, however styled, including, without limitation, lost profits.
- (c) Trustee shall have no obligation or duty to monitor the Trust's obligations and duties under the Financing Documents or to ensure its compliance with the terms thereof. In addition, Trustee shall not have any duty or obligation to manage, make any payment in respect of, register, record, sell, dispose of or otherwise deal with the Trust Estate, or to otherwise take or refrain from taking any action under, or in connection with, any document contemplated hereby to which the Trust is a party, except as expressly provided by the terms of this Trust Agreement.

3.3 Trustee May Request Instruction. Trustee must act in accordance with any written direction of Manager except under the circumstances identified in this Section. Trustee shall not be required to take or refrain from taking any action as directed by Manager if Trustee shall believe, or shall have been advised by counsel (which advice may be at the expense of the Trust), that such performance is likely to involve Trustee in personal liability or is contrary to the terms of this Trust Agreement or of any document contemplated hereby to which the Trust or Trustee is or becomes a party or is otherwise contrary to law. Manager agrees not to instruct Trustee to take any action that is contrary to the terms of this Trust Agreement, the Financing Documents or any document contemplated hereby to which the Trust or Trustee is or becomes party or that is otherwise contrary to law. Any direction by Manager to Trustee shall be deemed a certification by Manager that any action to be taken by Trustee will not be contrary to the terms of this Trust Agreement, the Financing Documents, or any document contemplated hereby to which the Trust is or becomes party and Trustee shall be entitled to conclusively rely without investigation on such deemed certification. Other than as expressly provided for in this Trust Agreement, Trustee shall have no duty to take any action for or on behalf of the Trust. If at any time Trustee determines that it requires or desires guidance regarding the application of any provision of this Trust Agreement or any other document, or regarding action that must or may be taken in connection herewith or therewith, or regarding compliance with any direction it received hereunder or otherwise in connection with the exercise or administration of the trusts hereunder and in the performance of its duties and obligations under this Trust Agreement, then, at the expense of the Trust, Trustee may engage legal counsel or consult with accountants or other skilled Persons, in each case to be selected in good faith, to advise it and/or to deliver a notice to Manager or to a court of applicable jurisdiction requesting written instructions as to the desired course of action, and such instructions from Manager or such court shall constitute full and complete authorization and protection for actions taken and other performance by Trustee in reliance thereon. Until Trustee has received such instructions after delivering such notice, it shall be fully protected in refraining from taking any action with respect to the matters described in such notice. Notwithstanding anything to the contrary herein, the Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the opinion or advice of any such legal counsel, accountants or other skilled Persons engaged or consulted with by Trustee pursuant to the terms of this Section 3.3.

3.4 Trustee's Capacity and Exoneration. In accepting the trust hereby created, Trust Company acts solely as Trustee hereunder and not in its individual capacity, and all Persons having any claim against Trustee by reason of the transactions contemplated by this Trust Agreement, the Transaction Documents, or any other document shall look only to the Trust Estate for payment or satisfaction thereof. Notwithstanding any provision of this Trust Agreement or any other document to the contrary, under no circumstances shall Trustee or any successor Trustee, in its individual capacity or in its capacity as Trustee, (i) have any duty to appoint Manager, nor shall it have any liability for the actions or inactions of, Manager or any officer, manager, employee, or other Person (other than Trustee and its own employees), nor for any loss resulting directly or indirectly from compliance with any direction of Manager, (ii) be liable or responsible for, or obligated to perform, any contract, representation, warranty, obligation or liability of the Trust, Manager, or any officer, manager, employee, or other Person (other than Trustee and its own employees), or (iii) have any duty to act in the absence of a written direction from Manager. Further, Trustee and its successors shall have no liability (including no liability for breach of contract or breach of duty) to any Person other than the Trust and Beneficial Owners, and all such liability shall be restricted to those liabilities expressly set forth in this Trust Agreement; provided, however, that this limitation on liability shall not protect Trustee or any successor Trustee against any liability to Beneficial Owner to which it would otherwise be subject by reason of its willful misconduct, bad faith or fraud on the part of

Trustee in the performance of its duties expressly set forth under Article 3, nor shall it limit or eliminate liability for any act or omission that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing. Trustee is not liable, individually or as a fiduciary, for any loss resulting directly or indirectly from any action taken by Manager in the exercise of any power it has the exclusive authority to exercise. Trustee has no duty to inquire into or monitor or question the prudence, or the conduct, of Manager, provide advice to Manager or consult with or request directions from Manager. Trustee is not required to give notice to any Beneficial Owner or third party of any action taken or not taken by Manager whether or not Trustee agrees with the result. Administrative actions taken by Trustee for the purpose of implementing directions of Manager, including confirming that the directions of Manager have been carried out, do not constitute monitoring of Manager nor do they constitute participation in decisions within the scope of Manager's authority. Trustee shall have no duty to insure any Trust assets.

3.5 Indemnification. The Trust hereby agrees: (i) to reimburse the Person serving as Trustee and/or any successor Trustee for all reasonable expenses (including reasonable fees and expenses of counsel and other professionals), incurred in connection with the negotiation, execution, delivery, or performance of, or exercise of rights or powers under, this Trust Agreement; (ii) to the fullest extent permitted by law, indemnify, defend and hold harmless the Person serving as Trustee and/or any successor Trustee, and the officers, directors, employees and agents of the Person serving as Trustee and/or any successor Trustee (collectively, including Trustee and/or any successor Trustee in its individual capacity, the "*Trustee Indemnified Persons*") from and against any and all losses, damages, liabilities, claims, actions, suits, costs, expenses, disbursements (including the reasonable fees and expenses of counsel and other professionals), taxes and penalties of any kind and nature whatsoever (collectively, "*Trustee Covered Expenses*"), to the extent that such Trustee Covered Expenses arise out of or are imposed upon or asserted at any time against any such Trustee Indemnified Persons, including without limitation on the basis of ordinary negligence on the part of any such Trustee Indemnified Persons, with respect to or in connection with this Trust Agreement, the Trust, or any transaction or document contemplated hereby; provided, however, that the Trust shall not be required to indemnify a Trustee Indemnified Person for Trustee Covered Expenses to the extent such Trustee Covered Expenses result from the willful misconduct, bad faith or fraud of such Trustee Indemnified Person; and (iii) to the fullest extent permitted by law, advance to each such Trustee Indemnified Person Trustee Covered Expenses incurred by such Trustee Indemnified Person in defending any claim, demand, action, suit or proceeding, in connection with this Trust Agreement, the Trust, or any transaction or document contemplated hereby, prior to the final disposition of such claim, demand, action, suit or proceeding, only upon receipt by the Trust of an undertaking, by or on behalf of such Trustee Indemnified Person, to repay such amount if a court of competent jurisdiction renders a final, nonappealable judgment that includes a specific finding of fact that such Trustee Indemnified Person is not entitled to be indemnified therefor under this Section 3.5. The obligations of the Trust under this Section 3.5 shall survive the resignation or removal of Trustee, shall survive the dissolution and termination of the Trust, and shall survive the termination, amendment, supplement, and/or restatement of this Trust Agreement. In connection with the repayment of the Loan, Beneficial Owners and Manager agrees to set aside a reserve in an amount reasonably determined by Trustee in order to hold funds reasonably necessary to satisfy Trustee Covered Expenses of the Trustee Indemnified Persons.

3.6 Removal; Resignation; Succession.

(a) Trustee may resign at any time by giving at least sixty (60) days' prior written notice to Manager. Manager may at any time remove Trustee with or without cause by written notice to Trustee. Such resignation or removal shall be effective upon the acceptance of appointment by a successor Trustee as hereinafter provided. In case of the removal or resignation of a Trustee, Manager may appoint a successor by written instrument within sixty (60) days after delivery of such notice of resignation or removal. If a successor Trustee shall not have been appointed within such sixty (60) day period, Trustee or any Beneficial Owner may apply to any court of competent jurisdiction in the United States to appoint a successor Trustee to act until such time, if any, as a successor shall have been appointed as provided above. Any successor so appointed by such court shall immediately and without further act be superseded by any successor appointed as provided above within one (1) year from the date of the appointment by such court. Any successor, however appointed, shall execute and deliver to its predecessor trustee an instrument accepting such appointment, and thereupon such successor, without further act, shall become vested with all the estates, properties, rights, powers, duties and trusts of the predecessor trustee in the trusts hereunder with like effect as if originally named Trustee herein; but upon the written request of such successor, such predecessor shall execute and deliver an instrument transferring to such successor, upon the trusts herein expressed, all the estates, properties, rights, powers, duties and trusts of such predecessor, and such predecessor shall duly assign, transfer, deliver and pay over to such successor all monies or other property then held by such predecessor upon the trusts herein expressed. Any right of Beneficial Owners against a predecessor Trustee in its individual capacity shall survive the resignation or removal of such predecessor, shall survive the dissolution and termination of the Trust, and shall survive the termination, amendment, supplement, and/or restatement of this Trust Agreement. Any successor Trustee, however appointed, shall be a bank or trust company satisfying the requirements of Section 3807(a) of the Statutory Trust Act. Any Person into which Trustee may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which such Trustee shall be a party, or any Person which succeeds to all or substantially all of the corporate trust business of the Trustee, shall, subject to the preceding sentence, be Trustee under this Trust Agreement without the execution, delivery or filing of any paper or instrument or further act to be done on the part of the parties hereto, except as may be required by applicable law. No successor Trustee shall be liable for the acts or omissions of any predecessor Trustee.

(b) Upon the resignation, removal or cessation to serve as Trustee for any other reason (including on account of the termination and dissolution of the Trust) and prior to the transfer of the Defeasance Funds to its successor or to the beneficiaries described in Section 6.2 hereof, as the case may be, the former Trustee may hold back a reserve of the Defeasance Funds in such amount and for such period of time that the former Trustee, in its reasonable discretion, determines is necessary to defend any claims for which it may be indemnified under the terms of this Trust Agreement. Trustee hereby agrees that within ten (10) Business Days after the adjudication, settlement and/or other satisfaction of any claim that is the subject of the reserve contemplated hereunder, the then-former Trustee shall remit any remaining funds held in reserve to the Trust as a return of Defeasance Funds; provided, however, in the event any such required remittance pursuant to this Section 3.6(b) shall occur subsequent to the termination of the Trust pursuant to Section 8, the former Trustee shall pay such funds to Beneficial Owner. For purposes of this Agreement, "*Business Day*" means any day other than on Saturday, Sunday or legal holiday in the State of Delaware.

3.7 Fees and Expenses. So long as Trust Company is serving as Trustee hereunder, Trust Company shall be entitled to receive as compensation from the Trust Estate for its services hereunder such fees as have been separately agreed upon between Manager and Trustee, or as provided in its regularly published schedule of compensation in effect at the time such compensation is paid, including minimum fees and additional compensation for special investments, notwithstanding that such stipulated compensation shall be greater than that now in effect or than that otherwise provided from time to time under applicable law, and such compensation may be paid at any time without court approval; provided, however, that in the event that Trust Company and Manager shall have entered into a binding written agreement regarding the compensation paid to Trust Company as Trustee hereunder, Manager shall instead be entitled to compensation for such services as set forth in such written agreement, and such compensation may be changed at any time by mutual agreement in writing between Trust Company and Manager. Trustee shall not have any obligation by virtue of this Trust Agreement to spend any of its own funds, or to take any action that could result in its incurring any cost or expense.

4. CONCERNING MANAGER.

4.1 Power and Authority. Manager shall have the power and authority, and is hereby authorized and empowered, to (i) execute any certificates that are required to be executed under the Statutory Trust Act and file such certificates in the office of the Secretary of State, (ii) certify the amount of the Defeasance Payments, and (iii) manage the Trust Estate and the investment activities and affairs of the Trust, subject to and in accordance with the terms and provisions of this Trust Agreement, provided that Manager shall have no power to engage on behalf of the Trust in any activities that the Trust could not engage in directly. With respect to the investment activities of the Trust, specifically, such investment activities shall be managed exclusively by Manager; provided Manager shall have the power and authority to hire outside professional investment advisors with respect to such investment activities. Manager shall have the power and authority, and is hereby authorized, empowered, and directed by the Trust, to enter into, execute and deliver, and to cause the Trust to perform its obligations under, each of this Trust Agreement, the Financing Documents, the Engagement Agreement, the License Agreement (as defined below) and any other documents necessary and advisable, in Manager's discretion, in connection with the Loan or the Defeasance Funds or in furtherance of the investment activities of the Trust (as the same may be amended, modified, replaced and/or restated from time to time, collectively, the "*Transaction Documents*") to which the Trust is or becomes a party or signatory. Notwithstanding the other provisions of this Section 4.1, Manager shall have the power and authority to cause the Trust to (i) accept, hold for investment and distribute the Defeasance Funds in accordance with the Investment Objective and the terms and conditions of this Trust Agreement and (ii) execute and deliver the Transaction Documents. For purposes of this Agreement, "*Investment Objective*" means to generate sufficient capital to satisfy all Debt due under the Loan during its term and upon its Maturity Date, to pay as and when due all costs and expenses required pursuant to the Transaction Documents to be paid from the Defeasance Funds, and to pay all other costs necessary for the proper administration of the Trust. For the avoidance of doubt, the Investment Objective of the Trust does not include taking on investment risk in an effort to generate capital in an amount materially greater than the amount required to repay the Debt, pay costs and expenses contemplated under the Transaction Documents and administer the Trust.

4.2 Manager's Capacity. Manager acts solely as an agent of the Trust and not in its individual capacity, and all Persons having any claim against Manager by reason of the transactions contemplated by this Trust Agreement, the Transaction Documents, or any other document shall look only to the Trust Estate for payment or satisfaction thereof. Notwithstanding any provision of this Trust Agreement to the contrary, Manager shall not have any liability to any Person except for its own willful misconduct, bad faith, fraud or gross negligence.

4.3 Duties.

(a) Manager has primary responsibility for performing the administrative actions set forth in this Section 4.3. Manager shall have no duty or obligation to comply with any directive from any Beneficial Owner in such capacity with respect to the Trust Estate. Manager shall not have any duty or obligation under or in connection with this Trust Agreement, the Trust, or any transaction or document contemplated hereby, except as expressly provided by the terms of this Trust Agreement, and no implied duties or obligations shall be read into this Trust Agreement against Manager. The right of Manager to perform any discretionary act enumerated herein shall not be construed as a duty. To the fullest extent permitted by applicable law, including without limitation Section 3806 of the Statutory Trust Act, (i) Manager's duties and liabilities relating thereto to the Trust and Beneficial Owners shall be restricted to those duties expressly set forth in this Trust Agreement and liabilities

relating thereto, and (ii) Manager has no fiduciary duties whatsoever to the Trust or to Beneficial Owners; provided, however, no provision of this Trust Agreement is intended to or shall eliminate Manager's implied contractual covenant of good faith and fair dealing.

- (b) Without limiting the generality of Section 4.2(a) above, Manager, for and on behalf of the Trust, is hereby authorized and directed to take each of the following actions necessary to conserve, protect, invest and manage the Trust Estate in a manner consistent with the Investment Objective: (1) accepting the contribution of the Defeasance Funds and entering into, executing, delivering and performing the Transaction Documents (including, without limitation, the Financing Documents, the Engagement Agreement and the License Agreement); (2) complying with the terms of the Financing Documents and Transaction Documents; (3) holding and investing the Defeasance Funds in accordance with the Investment Objective; (4) engaging outside professional investment advisors to provide direction and guidance with respect to the investment of the Trust Estate in furtherance of the Investment Objective; (5) notifying the relevant parties of any default by them under the Transaction Documents; and (6) prior to Distributions pursuant to Section 6.2 below and notwithstanding the Investment Objective, paying from the Trust Estate the liabilities, fees, costs, expenses and indemnities expressly contemplated to be paid with proceeds of the Defeasance Funds under the Transaction Documents, including, without limitation (but in no particular order), pursuant to the Financing Documents, the Engagement Agreement among Depositor, Manager and the Trust (as the same may be amended, modified, replaced and/or restated, the "*Engagement Agreement*") and the License Agreement between UTW Capital, LLC, as licensor, and Depositor, as licensee, and acknowledged by the Trust (as the same may be amended, modified, replaced and/or restated, the "*License Agreement*").
- (c) Manager shall keep customary and appropriate books and records relating to the Trust and the Trust Estate. Manager shall maintain appropriate books and records in order to provide reports of income and expenses to each Beneficial Owner as necessary for such Beneficial Owner to prepare his/her income tax returns regarding the Trust Estate.
- (d) Manager shall prepare (or cause to be prepared), sign and timely file (or cause to be filed) all federal, state, local and foreign tax and information returns and tax reports with respect to the Trust.
- (e) During the term of the Loan, Manager shall deliver or cause to be delivered to Lender and Depositor (x) within forty-five (45) days after the filing thereof, copies of the federal and state income tax returns for the Trust, together with all supporting schedules and the annual unaudited financial statements as of the end of the preceding calendar year, in each case certified by the Manager; and (y) within ninety (90) days after the end of each calendar year a written report summarizing management and investment activities and financial performance of the Trust.
- (f) Manager shall not be required to act or refrain from acting under this Trust Agreement or the Transaction Documents if Manager reasonably determines, or has been advised by counsel, that such actions or inactions may result in personal liability, unless Manager is indemnified by the Trust and Beneficial Owners against any liability and costs (including reasonable legal fees and expenses) which may result in a manner and form reasonably satisfactory to Manager.
- (g) Manager shall not, on its own behalf (in contrast to actions that Manager is required to perform on behalf of the Trust), have any duty to (i) file, record or deposit any document or to maintain any such filing, recording or deposit or to refile, rerecord or redeposit any such document, (ii) pay or discharge any tax levied against any part of the Trust Estate, or (iii) confirm, verify, investigate or inquire into the failure to receive any reports or financial statements from any party obligated under the Transaction Documents to provide such.
- (h) Manager shall manage, control, distribute or otherwise deal with the Trust Estate in its discretion, subject to any restrictions or obligations set forth in the Transaction Documents or in this Trust Agreement.
- (i) Upon written request, Manager shall provide to each Person who becomes a Beneficial Owner a copy of this Trust Agreement at or before the time such Person becomes a Beneficial Owner.
- (j) Manager shall provide to Trustee a copy of the Ownership Records contemporaneously with each revision thereto.

4.4 Indemnification. The Trust hereby agrees (i) to reimburse Manager for all reasonable expenses (including reasonable fees and expenses of counsel and other professionals), incurred in connection with the negotiation, execution, delivery, or performance of, or exercise of rights or powers under, this Trust Agreement, (ii) to the fullest extent permitted by law, indemnify, defend and hold harmless each of Manager, UTW Panfare, LLC, UTW Capital, LLC and their respective members, partners, shareholders, officers, directors, employees, agents and successors and assigns (collectively, the "*Manager Indemnified Persons*") from and against any and all losses, damages, liabilities, claims, actions, suits, costs, expenses, disbursements (including the reasonable fees and expenses of counsel and other professionals), taxes and penalties of any kind and nature whatsoever (collectively, "*Manager Covered Expenses*"), to the extent that such Manager Covered Expenses arise out of or are imposed upon or asserted at any time against such Manager Indemnified Persons, including without limitation on the basis of ordinary negligence on the part of any such Manager Indemnified Persons, with respect to or in connection with this Trust Agreement, the Trust, or any transaction or document contemplated hereby, including any Financing Documents; provided, however, that Trust shall not be required to indemnify a Manager Indemnified Person for Manager Covered Expenses to the extent such Manager Covered Expenses result from the willful misconduct, bad faith or fraud of such Manager Indemnified Person, and (iii) to the fullest extent permitted by law, advance to each such Manager Indemnified Person any Manager Covered Expenses incurred by such Manager Indemnified Person in defending any claim, demand, action, suit or proceeding, in connection with this Trust Agreement, the Trust, or any transaction or document contemplated hereby, prior to the final disposition of such claim, demand, action, suit or proceeding only upon receipt by Trust of an undertaking, by or on behalf of such Manager Indemnified Person, to repay such amount if a court of competent jurisdiction renders a final, nonappealable judgment that includes a specific finding of fact that such Manager Indemnified Person is not entitled to be indemnified therefor under this Section 4.4. The obligations of the Trust under this

Section 4.4 shall survive the resignation or removal of Manager, shall survive the dissolution and termination of the Trust, and shall survive the termination, amendment, supplement, and/or restatement of this Trust Agreement. Notwithstanding anything to the contrary in the above, in all cases, the indemnification provided under this Section 4.4 shall be limited to and only paid out of the Trust Estate.

- 4.5 Fees and Expenses. Manager will be compensated from the Trust Estate for its services in the manner and amount set forth in the Engagement Agreement. Manager shall not have any obligation by virtue of this Trust Agreement to spend any of its own funds, or to take any action that could result in its incurring any cost or expense.
- 4.6 Disposition of Trust Estate by Manager is Binding. Any distribution, disposition or other conveyance of the Trust Estate or any part thereof by Manager made for and on behalf of the Trust pursuant to the terms of this Trust Agreement shall bind the Trust and Beneficial Owners and be effective to transfer or convey all rights, title and interest of the Trust and Beneficial Owners in and to the Trust Estate.
- 4.7 Removal/Resignation; Succession. Manager may resign at any time by giving at least thirty (30) days' prior written notice to Trustee and Depositor. Such resignation shall be effective upon the acceptance of appointment by a successor Manager as hereinafter provided. In case of the resignation of Manager, Manager may appoint a successor by written instrument. If a successor Manager shall not have been appointed within thirty (30) days after the giving of such notice of resignation by Manager, Manager, Trustee or any Beneficial Owner may apply to any court of competent jurisdiction in the United States to appoint a successor Manager to act until such time, if any, as a successor shall have been appointed as provided above. Any successor so appointed by such court shall immediately and without further act be superseded by a successor appointed as provided above within one (1) year from the date of the appointment by such court. Further, if a court of competent jurisdiction shall have determined by final and nonappealable judgment that Manager shall have committed a criminal act, fraud or gross negligence, any Beneficial Owner or Trustee may apply to any court of competent jurisdiction in the United States to remove Manager and appoint a successor Manager to act under this Agreement. Any successor, however appointed, shall execute and deliver to its predecessor Manager an instrument accepting such appointment, and thereupon such successor, without further act, shall become vested with all the rights, powers and duties of the predecessor Manager in the trusts hereunder with like effect as if originally named Manager herein; but upon the written request of such successor, such predecessor shall execute and deliver an instrument transferring to such successor, upon the trusts herein expressed, all the rights, powers and duties of such predecessor. Any right of Beneficial Owners against a predecessor Manager in its individual capacity shall survive the resignation or removal of such predecessor Manager, shall survive the dissolution and termination of the Trust, and shall survive the termination, amendment, supplement, and/or restatement of this Trust Agreement. No successor Manager shall be liable for the acts or omissions of any predecessor Manager.

5. BENEFICIAL INTERESTS AND DEPOSITOR.

- 5.1 Issuance of Beneficial Ownership Certificates. Depositor shall convey, or cause the conveyance, of the Defeasance Funds to the Trust, and the Trust shall issue to Depositor in exchange for such contribution(s) a certificate, in substantially the form of Exhibit A, evidencing a Beneficial Interest in the Trust (each, a "*Beneficial Ownership Certificate*"). The Beneficial Ownership Certificate, with such appropriate insertions, omissions, substitutions, endorsements and other variations as are required by this Trust Agreement, and with such letters, numbers or other marks of identification and such legends and endorsements placed thereon as may, consistent herewith, be approved by Manager, shall be issued in registered form and delivered to, and registered in the name of, Beneficial Owners. Each Beneficial Ownership Certificate shall be printed and dated the date of its execution. Any portion of any Beneficial Ownership Certificate may be set forth on the reverse or subsequent pages thereof. The Beneficial Ownership Certificate shall be printed, lithographed, typewritten, mimeographed, photocopied or otherwise produced or may be produced in any other manner as may, consistently herewith, be determined by Manager. While the Beneficial Ownership Interests are held by a single Beneficial Owner such Beneficial Ownership Certificate shall represent ownership of the entire Percentage Share from time to time of the Beneficial Interests. If, at any time, Beneficial Ownership Interests are held by more than one Beneficial Owner, each Beneficial Certificate shall represent ownership of the Percentage Share of the Beneficial Interests to which it corresponds. A single Beneficial Ownership Certificate may be issued to each Beneficial Owner, and additional Beneficial Ownership Certificates need not be issued to existing Beneficial Owners and/or existing Beneficial Ownership Certificates need not be amended to the extent any Beneficial Owner makes additional contribution(s) to the Trust Estate (or such contribution(s) are made on behalf of a Beneficial Owner) and such contribution(s) do not result in a change to the Beneficial Owners' respective Percentage Shares. For the avoidance of doubt, each Beneficial Owner's Percentage Share and contributions will be tracked in the Ownership Records. Manager is hereby authorized to execute each Beneficial Ownership Certificate for and on behalf of the Trust by the manual signature of any duly authorized officer of Manager, such execution to constitute the authentication thereof. Each Beneficial Ownership Certificate bearing the manual signature of any individual who at the time such Beneficial Ownership Certificate was executed was a duly authorized officer of Manager shall bind the Trust, notwithstanding that any such individual has ceased to hold such office or to be a duly authorized officer of Manager prior to the delivery of such Beneficial Ownership Certificate or at any time thereafter. No Beneficial Ownership Certificate shall be valid for any purpose unless it is executed on behalf of the Trust by Manager. The signature of a duly authorized officer of Manager on any Beneficial Ownership Certificate shall be conclusive evidence that such Beneficial Ownership Certificate has been duly executed and authenticated under this Trust Agreement. Any Beneficial Owner shall be deemed, by virtue of the acceptance of such Beneficial Ownership Certificate or beneficial interest therein, to have agreed, accepted and become bound by, and subject to, the

provisions of this Trust Agreement. Each Beneficial Owner hereby acknowledges and agrees that, in its capacity as a Beneficial Owner, it has no ability either to (i) petition for a partition of the assets of the Trust, (ii) file a petition in bankruptcy on behalf of the Trust, or (iii) take any action that consents to, aids, supports, solicits or otherwise cooperates in the filing of an involuntary bankruptcy proceeding involving the Trust.

- 5.2 Ownership Records. Manager shall at all times be the Person at whose office a Beneficial Ownership Certificate may be presented or surrendered for registration of transfer or for exchange and where notices and demands to or upon the Trust in respect of a Beneficial Ownership Certificate may be served. Manager shall keep Ownership Records, which shall include records of the transfer and exchange of Beneficial Interests. Notwithstanding any provision of this Trust Agreement to the contrary, transfer of a Beneficial Interest, or of any right, title or interest therein, shall occur only upon and by virtue of the entry of such transfer in the Ownership Records. In the event of any transfer not prohibited under the terms of this Trust Agreement, Manager shall issue a new Beneficial Ownership Certificate setting forth the current percentage interest in the Trust held by such new Beneficial Owner, the transferring Beneficial Owner shall surrender its Beneficial Ownership Certificate for cancellation and, if applicable, Manager shall issue a new Beneficial Ownership Certificate setting forth the Beneficial Interest retained by any transferring Beneficial Owner. Beneficial Ownership Certificates may not be negotiated, endorsed or otherwise transferred to a holder in violation of Section 5.4 or Section 5.5.
- 5.3 Mutilated, Destroyed, Lost or Stolen Beneficial Ownership Certificates. If any Beneficial Ownership Certificate shall become mutilated, destroyed, lost or stolen, the Trust shall, upon the written request of the holder of such Beneficial Ownership Certificate and presentation of the Beneficial Ownership Certificate or satisfactory evidence of destruction, loss or theft thereof to Manager, issue and deliver in exchange therefor or in replacement thereof, a new Beneficial Ownership Certificate in the name of such Beneficial Owner evidencing the same Beneficial Interest and dated the date of its execution. If the Beneficial Ownership Certificate being replaced has become mutilated, such Beneficial Ownership Certificate shall be surrendered to Manager. If the Beneficial Ownership Certificate being replaced has been destroyed, lost or stolen, the Beneficial Owner thereof shall furnish to the Trust and Manager (i) a written indemnity by such Beneficial Owner to the Trust and Manager which provides for such Person to save the Trust and Manager harmless; and (ii) evidence satisfactory to the Trust and Manager of the destruction, loss or theft of such Beneficial Ownership Certificate and of the ownership thereof. The applicable Beneficial Owner shall pay any tax imposed in connection therewith.
- 5.4 Restrictions on Transfer. Subject to compliance with applicable securities laws and this Section 5.4 and Section 5.5 of this Trust Agreement, all or any portion of the Beneficial Interest of any Beneficial Owner may be assigned or transferred without the prior consent of any of Trustee, Manager, or the other Beneficial Owners. All expenses of any such transfer shall be paid by the assigning or transferring Beneficial Owner. Notwithstanding the foregoing, (i) no transfer of all or a portion of the Beneficial Interest of any Beneficial Owner shall be permitted while any default, or other event or condition which, with the giving of notice, the passage of time, or both would constitute a default, exists under the Transaction Documents; and (ii) any assignee or transferee of such Beneficial Interests shall affirmatively assume in writing Depositor's obligations under the Transaction Documents, failing which such assignment or transfer shall be void *ab initio*.
- 5.5 Conditions to Admission of New Beneficial Owners. Any assignee or transferee of a Beneficial Owner shall become a Beneficial Owner upon the transfer of such Beneficial Interests in accordance with Section 5.2 hereof and shall be deemed to have accepted and adopted the terms of this Trust Agreement upon the completion of such transfer.
- 5.6 Representations and Acknowledgments of Beneficial Owners. Each Beneficial Owner hereby represents and warrants that it (i) is not acquiring its Beneficial Interest with a view to any distribution thereof in a transaction that would violate the Securities Act of 1933, as amended (the "*Securities Act*") or the securities laws of any state of the United States; and (ii) is aware of the restrictions on transfer that are applicable to the Beneficial Interests and will not offer, sell, pledge or otherwise transfer its Beneficial Interest except in compliance with all terms and conditions of this Trust Agreement and applicable securities laws and regulations. Each Beneficial Owner hereby acknowledges that (y) no Beneficial Interest may be sold, transferred or otherwise disposed of unless expressly permitted hereunder and it is registered or qualified under the Securities Act and all other applicable laws of any applicable jurisdiction or an exemption therefrom is available in accordance with all other laws of any applicable jurisdiction; and (z) no Beneficial Interest has been or is expected to be registered under the Securities Act, and accordingly, all Beneficial Interests are subject to restrictions on transfer.
- 5.7 Status of Relationship. This Trust Agreement shall not be interpreted to impose a partnership or joint venture relationship on Beneficial Owners either at law or in equity. Accordingly, no Beneficial Owner shall have any liability for the debts or obligations incurred by any other Beneficial Owner, with respect to the Trust Estate, or otherwise, and no Beneficial Owner shall have any authority, other than as specifically provided herein, to act on behalf of any other Beneficial Owner or to impose any obligation on any other Beneficial Owner with respect to the Trust Estate. Neither the power to give direction to Trustee, Manager, or any other Person nor the exercise thereof by any Beneficial Owner shall cause such Beneficial Owner to have duties (including fiduciary duties) or liabilities relating thereto to the Trust or to any Beneficial Owner. For the avoidance of doubt, no Beneficial Owner shall have any fiduciary duties to any other Beneficial Owner.
- 5.8 No Legal Title to Trust Estate. Beneficial Owners shall not have legal title to the Trust Estate. The death, incapacity, dissolution, termination or bankruptcy of any Beneficial Owner, Manager or Trustee shall not result in the termination or dissolution of the Trust.

5.9 In-Kind Distribution. No Beneficial Owner (i) has an interest in specific Trust property or (ii) shall have any right to demand and receive from the Trust an in-kind distribution of the Trust Estate or any portion thereof. In addition, each Beneficial Owner expressly waives any right, if any, under the Statutory Trust Act to seek a judicial dissolution of the Trust, to terminate the Trust, or, to the fullest extent permit by law, to partition the Trust Estate.

5.10 Rights and Powers of Beneficial Owner. Beneficial Owners shall have the right, power and obligation to contribute additional Defeasance Funds to the Trust during the term of the Trust and the right and power to receive distributions from the Trust pursuant to, and subject to the limitations set forth in, the terms and conditions of this Trust Agreement. Unless otherwise expressly provided in this Trust Agreement, Beneficial Owners shall not have the right or power to direct in any manner the Trust or Manager in connection with the operation of the Trust or the actions of Trustee or Manager.

5.11 Concerning Depositor. Depositor shall have the right, at any time and in its sole discretion, to appoint a successor Depositor effective upon Depositor's death or dissolution.

6. DISTRIBUTIONS AND REPORTS.

6.1 Payments From Trust Estate Only. All payments to be made by Manager under this Trust Agreement shall be from the Trust Estate.

6.2 Distributions. Except as provided herein, generally there shall be no distributions from the Trust to Beneficial Owners until the occurrence of the Maturity Date (as defined in the Financing Documents). Upon the Maturity Date, Manager shall distribute the remainder of the Trust Estate to Beneficial Owners in accordance with their Percentage Shares, but only after (i) first, paying, reserving or reimbursing Trustee and then Manager, respectively, for any claims subject to indemnification (including as provided in Section 3.5 and Section 4.4, respectively) and for their respective reasonable fees and/or expenses actually incurred on behalf of the Trust, (ii) second, paying any fees or expenses, including without limitation administration fees and license fees, required to be paid from the Trust Estate pursuant to the Engagement Agreement and License Agreement, (iii) third, transferring to Lender (or to such other entity as Lender shall direct in writing) in satisfaction of the Trust's and Depositor's obligations as co-borrowers under the Loan, an aggregate amount equal to the then remaining principal balance of the Loan (if any), and (iv) fourth, paying to Lender (or to such other entity as Lender shall direct in writing) any other amounts due and owing under the Financing Documents, including, without limitation, interest, late charges, costs, expenses and/or other amounts due thereunder, if any. For the avoidance of doubt, Beneficial Owners shall only be entitled to distribution of the remaining Trust Estate subsequent to the satisfaction of the requirements of clauses (i), (ii), (iii) and (iv) in the preceding sentence.

6.3 Information. Upon written demand of Manager made by a Beneficial Owner, which written demand may not be made more than once per calendar quarter, a Beneficial Owner shall have the right to receive a copy of this Trust Agreement and the Certificate of Trust, and any amendments to either of them, provided that such copy shall not contain any identifying information with regard to any other Beneficial Owner. Except as specifically set forth in this Section 6.3, or elsewhere in this Trust Agreement, no Beneficial Owner or group of Beneficial Owners shall have any right to demand or receive any information, report, or document from Manager or Trustee. Without limiting the foregoing, no Beneficial Owner shall have the right under this Trust Agreement to receive, review, copy or inspect any list of Beneficial Owners or any identifying information with regard to Beneficial Owners, whether or not requested, and Manager shall not have any obligation to provide such information. Notwithstanding anything to the contrary contained herein or the Statutory Trust Act, a Beneficial Owner or group of Beneficial Owners shall not have any of the rights to information or other rights set forth in Section 3819 of the Statutory Trust Act.

7. DISTRIBUTIONS AND REPORTS.

7.1 Good Faith Reliance. Neither Trustee nor Manager shall incur any liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper reasonably and in good faith believed by such Person to be genuine and signed by the proper party or parties thereto. As to any fact or matter, the manner of ascertainment of which is not specifically described herein, Trustee and Manager may for all purposes hereof rely on a certificate, signed by or on behalf of the Person executing such certificate, as to such fact or matter, and such certificate shall constitute full protection of Trustee and Manager for any action taken or omitted to be taken by them in good faith in reliance thereon, and Trustee and Manager may conclusively rely upon any certificate furnished to such Person that on its face conforms to the requirements of this Trust Agreement. Trustee, Beneficial Owner and Manager shall not be liable to the Trust or to another trustee or Beneficial Owner or to another person that is a party to or is otherwise bound by the Trust Agreement for breach of fiduciary duty for Trustee's or Beneficial Owner's or Manager's good faith reliance on the provisions of the Trust Agreement. For all purposes of this Trust Agreement, Trustee shall be fully protected in relying upon the most recent Ownership Records delivered to it by Manager.

7.2 No Representations or Warranties as to Certain Matters. Neither Trustee nor Manager makes any representation or warranty as to the validity or enforceability of Transaction Documents or as to the correctness of any statement contained in any thereof, except as expressly made by Trustee or Manager in its individual capacity. Each of Trustee and Manager represents and warrants to Beneficial Owners that it has authorized, executed and delivered the Trust Agreement.

7.3 Agents and Counsel.

- (a) Each of Trustee and Manager may (i) exercise its powers and perform its duties by or through such attorneys and agents as it shall appoint with due care, and it shall not be liable for the acts or omissions of such attorneys and agents; and (ii) consult with counsel, accountants and other experts, at the expense of the Trust, and shall be entitled to rely upon the advice of counsel, accountants and other experts selected by it in good faith and shall be protected by the advice of such counsel and other experts in anything done or omitted to be done by it in accordance with such advice. In particular, no provision of this Trust Agreement shall be deemed to impose any duty on Trustee or Manager to take any action if such Person shall have been advised by counsel that such action may involve it in personal liability or is contrary to the terms hereof or to applicable law. Any agent so appointed by Trustee or Manager shall comply with the scope and terms of the delegation but shall not be deemed to act in a fiduciary capacity on behalf of the Trust.
- (b) Conflicts of interest may arise by virtue of the power to hire agents granted to Trustee and Manager in this Trust Agreement. Trustee and Manager are therefore expressly exempted from the adverse operation of any rule of law that might otherwise apply to Trustee or Manager in the performance of its duties by reason of conflict of interest. Notwithstanding any duty otherwise existing hereunder or at law or in equity, neither Trustee nor Manager shall have any greater burden to justify its acts by reason of conflict of interest than it would have in the absence of any conflict. For avoidance of doubt, each of Trustee and Manager is authorized to enter into transactions with, and to retain the services of, any entity affiliated with Trustee or Manager, as the case may be, upon such terms and conditions as Trustee or Manager, as the case may be, deems advisable. In such instances, the affiliated entity shall be entitled to receive fees or other compensation from the Trust Estate or any trust without any reduction of the fees which Trustee or Manager shall be otherwise entitled to receive from the Trust Estate or any trust.
8. **TERMINATION.** The Trust shall not have perpetual existence and instead shall be dissolved and wound up by the Manager in accordance with Section 3808 of the Statutory Trust Act as soon as practicable following the first to occur of (i) the repayment in full of the Loan and payment in full of all other obligations under the Transaction Documents or (ii) Maturity Date. Upon the completion of the dissolution and winding up of the Trust, the Certificate of Trust shall be cancelled by Trustee who, upon direction by Manager, and at the expense of the Trust, shall execute and cause a certificate of cancellation to be filed in the office of the Secretary of State.
9. **MISCELLANEOUS.**
- 9.1 **Limitations on Rights of Others; Third-Party Beneficiaries.** Nothing in this Trust Agreement, whether express or implied, shall give to any Person other than Depositor, Trustee, Manager, Beneficial Owners, and the Trust any legal or equitable right, remedy or claim hereunder, and this Trust Agreement shall not confer any rights or remedies on any individual other than the parties hereto and their respective successors and permitted assigns.
- 9.2 **Successors and Assigns.** All covenants and agreements contained herein shall be binding upon and inure to the benefit of Depositor, Trustee, Manager, Beneficial Owners, the Trust, and their heirs, personal representatives, successors and assigns, all as herein provided. Any request, notice, direction, consent, waiver or other writing or action by any such Person shall bind its heirs, personal representatives, successors and assigns.
- 9.3 **Usage of Terms; Headings.** With respect to all terms in this Trust Agreement, the singular includes the plural and the plural includes the singular; words importing any gender include the other gender; references to "writing" include printing, typing, lithography and other means of reproducing words in a visible form; references to agreements and other contractual instruments include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms and not prohibited by this Trust Agreement; references to Persons include their successors and permitted assigns; the term "including" means including without limitation; and the terms "Article" or "Section" mean an article or section, respectively, of this Trust Agreement, unless otherwise specified; and the term "Exhibit" means an exhibit attached to this Trust Agreement, unless otherwise specified. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.
- 9.4 **Amendments.** This Trust Agreement may be supplemented or amended by Manager as determined solely by Manager and will not require the consent of Beneficial Owners; provided, however, that without the written consent of Trustee in its individual capacity, no such supplement or amendment shall be enforceable against Trustee in its individual capacity to the extent such supplement or amendment affects Trustee in its individual capacity.
- 9.5 **Notices.** All notices, consents, directions, approvals, instructions, requests and other communications required or permitted by the terms hereof shall be in writing, and given by (i) overnight courier, or (ii) hand delivery and shall be deemed to have been duly given when received. Notices shall be provided to the parties at the addresses specified on the first page of this Trust Agreement; provided, however, if such notice is to a Beneficial Owner, it shall be provided at such Person's address as specified in the most recent Ownership Records. From time to time Depositor, Trustee, or Manager may designate a new address for purposes of notice hereunder by notice to the others, and any Beneficial Owner may designate a new address for purposes of notice hereunder by notice to Manager.
- 9.6 **Governing Law; Venue; Jury Trial Waiver.** This Trust Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware (without regard to conflict of law principles). The laws of the State of

Delaware pertaining to trusts (other than the Statutory Trust Act) shall not apply to this Trust Agreement. Any legal proceeding concerning interpretation or enforcement of any provision of this Trust Agreement shall be venued exclusively in the State of Delaware. Depositor, Beneficial Owners, Manager and Trustee each hereby waive trial by jury in any action, proceeding or counterclaim brought by any of the parties hereto on any matters whatsoever arising out of or in any way connected with this Trust Agreement, or in connection with any emergency statutory or any other statutory remedy.

9.7 Counterparts. This Trust Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

9.8 Severability. Any provision of this Trust Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, each of the parties hereby waives any provision of applicable law that renders any such provision prohibited or unenforceable in any respect.

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CERTIFICATE OF TRUST

OF

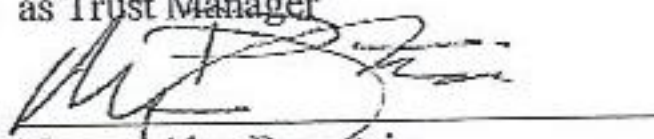
EPPS BRIDGE DEFEASANCE TRUST, DST

This Certificate of Trust of **EPPS BRIDGE DEFEASANCE TRUST, DST** (the "Trust") is being duly executed and filed by the undersigned, as Trustee, to form a statutory trust under the Delaware Statutory Trust Act (12 Del.C. sec. 3801 et seq.)

1. The name of the statutory trust formed by this Certificate of Trust is **EPPS BRIDGE DEFEASANCE TRUST, DST**
2. The name and business address of the Delaware Trustee in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.
3. This Certificate of Trust shall be effective as of the date of filing by the Delaware Secretary of State.

IN WITNESS WHEREOF, the undersigned, being the Trustee of the Trust, has executed this Certificate of Trust as of December 7, 2021.

By: EPPS Bridge Trust Manager, LLC,
a Delaware limited liability company,
as Trust Manager



Name: Alan Bornstein

Title: President

By: The Corporation Trust Company, a Delaware
corporation, as Delaware Trustee

Name: Jennifer A. Schwartz

Title: Asst Vice President

EXHIBIT B
CERTIFICATE OF TRUST
OF
EPPS BRIDGE DEFEASANCE TRUST, DST

(COPY TO BE ATTACHED)

CERTIFICATE OF TRUST

OF

EPPS BRIDGE DEFEASANCE TRUST, DST

This Certificate of Trust of **EPPS BRIDGE DEFEASANCE TRUST, DST** (the "Trust") is being duly executed and filed by the undersigned, as Trustee, to form a statutory trust under the Delaware Statutory Trust Act (12 Del.C. sec. 3801 et seq.)

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3. This Certificate of Trust shall be effective as of the date of filing by the Delaware Secretary of State.

IN WITNESS WHEREOF, the undersigned, being the Trustee of the Trust, has executed this Certificate of Trust as of December 7, 2021.

By: EPPS Bridge Trust Manager, LLC,
a Delaware limited liability company,
as Trust Manager



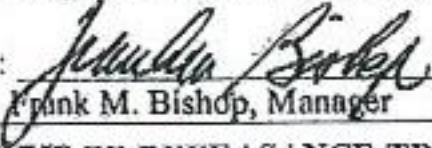

Name: Alan Bornstein

Title: President

By: The Corporation Trust Company, a Delaware
corporation, as Delaware Trustee

Name: Jennifer A. Schwartz

Title: Asst Vice President

PROMISSORY NOTE		
Date:	December ____, 2021	
Loan Amount:	Not to exceed \$18,000,000.00	
Lender:	OCONEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY	
Developer:	EPPS BRIDGE CENTRE II CWC, L.L.C., a Missouri limited liability company	EPPS BRIDGE CENTRE II CWC, L.L.C., a Missouri limited liability company By: Oconee 316 Associates, LLC, a Georgia limited liability company, Manager By:  Frank M. Bishop, Manager
Defeasance Trust:	EPPS BRIDGE DEFEASANCE TRUST, DST, a Delaware statutory trust	EPPS BRIDGE DEFEASANCE TRUST, DST, a Delaware statutory trust By: EPPS Bridge Trust Manager, LLC, a Delaware limited liability company By:  Alan Bomstein, President

This Promissory Note (as the same may be issued, supplemented, amended, restated, renewed, replaced, substituted, modified or extended from time to time, this "Note") is duly executed and delivered by the above-described Developer and Defeasance Trust (individually a "Co-Borrower" and collectively, the "Co-Borrowers") in favor of Lender as of the date set forth above.

FOR VALUE RECEIVED, Co-Borrowers covenant and promise to pay to the order of Lender, or its designee as set forth below, or at such other place as may be designated in writing by the holder of this Note, in immediately available funds, the principal sum equal to the Loan Amount set forth above or so much thereof as may be advanced and outstanding from time to time under that certain Loan Agreement of even date herewith between Lender and Co-Borrowers (as the same may be supplemented, amended, restated, renewed, replaced, substituted, modified or extended from time to time, the "Loan Agreement") on or before the Maturity Date, in lawful money of the United States of America, together with all other amounts due the Lender under the Loan Agreement, all payable in the manner and at the time or times provided in the Loan Agreement. Capitalized terms used herein, but not defined shall have the meanings assigned to them in the Loan Agreement. All payments hereunder shall be made to Lender, at such place as the Lender or the legal holder of this Note may, from time to time, in writing appoint, and in the absence of such appointment, then by bank wire of immediately available funds to Lender.

1. COLLATERAL SECURITY; LOAN DOCUMENTS. Co-Borrowers and Lender have executed the Loan Agreement, pursuant to which Lender has agreed to make the Loan to Co-Borrowers evidenced hereby. This Note is referred to in, and the payment of this Note and all obligations of Co-Borrowers under the Loan Agreement in connection with the Loan are secured by, the Pledge covering the Collateral as more particularly described in said Pledge, and by the other Loan Documents of even date herewith as described in the Loan Agreement. This Note evidences all Advances made and all amounts otherwise owed to Lender in connection with the Loan under the Loan Agreement. Reference is made to the Loan Agreement for provisions relating to repayment of the indebtedness evidenced by this Note, including mandatory repayment, acceleration, limitations on interest and limitations on liability.

2. PAYMENT; PREPAYMENT. If not sooner paid, the entire outstanding principal balance of the Loan, and all other charges and payments due from Co-Borrowers to Lender under the Loan Documents, shall be due and payable on the Maturity Date. The Loan may be prepaid in whole but not in part, at any time and from time to time, without prepayment charge or penalty. All prepayments under the Loan shall be applied first to costs and charges due to Lender under the Loan Documents, and second to principal. All payments on account of indebtedness evidenced by this this Note or the other Loan Documents shall be made not later than 11:00 A.M. (ET) on the day when due in lawful money of the United States.

3. WAIVER. Except as expressly provided herein and the Loan Documents, each Co-Borrower and each surety, endorser and guarantor hereof, jointly and severally, waive grace, presentment for payment, notice of nonpayment, demand of payment, protest and notice of protest, notice of dishonor and diligence in the collection of this Note and in filing suit hereon and consent and agree that

their liability for the payment hereof shall not be affected or impaired by any release or change in the security for the payment of this Note or any party hereto, by any extension of the time of payment, or the addition of any parties hereto, which extension and addition may be made without notice to any party hereto and without affecting their liability hereunder. This Note is given for an actual loan of money for business purposes and is not for agricultural, consumer, personal or residential purposes.

4. **COLLECTION.** Subject to the terms and conditions of the Loan Agreement, each Co-Borrower and each surety, endorser and guarantor hereof, jointly and severally, agree that if this Note is not paid promptly in accordance with its terms and is placed in the hands of an attorney for collection or if suit be instituted hereon or to enforce the Pledge or any other Loan Document given as security herefor and as often as this Note is placed in the hands of the attorney for collection and as often as suit is filed to collect this Note, they, and each of them, shall pay, in addition to the unpaid principal balance hereof and all finance charges due hereon, all costs of collection, including, without limitation, reasonable attorney's fees.

5. **ADVANCES; RECORDS.** Each Advance and all other debits and credits provided in this Note and in the Loan Agreement shall be evidenced by entries made by Lender on records to be maintained at Lender's office at the address set forth for Lender in the Loan Agreement (or at such other location as Lender may hereafter designate in writing). All payments made by Co-Borrowers shall be similarly evidenced by entries made by Lender in such records, showing the date and amount of each such payment and the principal balance remaining unpaid immediately thereafter. The balance due Lender, as set forth in such records, shall be conclusive evidence of the amounts due and owing Lender by Co-Borrowers, absent manifest error. Notwithstanding the foregoing, the failure of Lender to make any such entries shall not limit or otherwise affect the obligations of Co-Borrowers hereunder with respect to payments of principal or other sums due and owing under the Loan Documents.

6. **LIMITATION ON RECOURSE.** The provisions of Section 3 of the Loan Agreement shall apply to Co-Borrowers' obligations hereunder as if fully set forth in this Note.

7. **NOTICE.** Any notice, demand, request or other communication which Lender or Co-Borrower may be required or permitted to give hereunder shall be given and deemed received in accordance with the terms of the Loan Agreement.

8. **GOVERNING LAW; JURISDICTION.** This Note is and shall be deemed to be a contract entered into pursuant to the Laws of the State of New York, shall in all respects be governed, construed, applied and enforced in accordance with the Laws of the State of New York and shall be conclusively deemed for all purposes to have been executed and delivered in the State of New York for performance therein. To the maximum extent not prohibited by applicable law, each Co-Borrower and Lender hereby irrevocably: (a) submit to the jurisdiction of any New York state or United States federal court sitting in state of New York over any action or proceeding arising out of this Agreement, (b) agree that all claims in respect of such action or proceeding may be held and determined in such New York state or federal court, and (c) consent to the service of process in any such action or proceeding in either of said courts by mailing thereof by the other party by registered or certified mail, postage prepaid, to such Co-Borrower or Lender at its address specified in the Loan Agreement, or at such Co-Borrower's most recent mailing address as set forth in the records of the Lender. Each Co-Borrower and Lender agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit or proceeding in such state and hereby waive any defense on the basis of an inconvenient forum.

9. **ELECTRONIC TRANSACTIONS.** The words "execution," "signed," "signature," "delivery" and words of like import in or relating to any document to be signed in connection with this Note and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

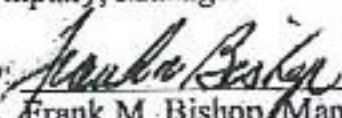

10. **WAIVER OF JURY TRIAL.** LENDER AND EACH CO-BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY OR ON BEHALF OF LENDER OR A CO-BORROWER WITH RESPECT TO THIS NOTE, THE OTHER LOAN DOCUMENTS OR OTHERWISE IN RESPECT OF THE LOAN, ANY AND EVERY RIGHT THEY MAY HAVE TO A TRIAL BY JURY.

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PLEDGE AND COLLATERAL AGREEMENT

Date: December _____, 2021

This Pledge and Collateral Agreement (including the Pledge Agreement Terms and Conditions and any and all exhibits and schedules attached hereto, collectively, as the same may be supplemented, amended, modified, replaced and/or restated from time to time in accordance with the terms hereof, this "**Agreement**") is made and entered into by Defeasance Trust and Developer (individually and collectively, "**Obligor**") for the benefit of Lender. The parties hereto, as more fully described below, acknowledge and agree that this Agreement is governed by, the Pledge Agreement Terms and Conditions attached hereto and incorporated herein by reference. In consideration of the covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Depositor and Trust have each duly executed and delivered this Agreement as of the Effective Date set forth above.

Lender:	OCONEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY		
Developer:	EPPS BRIDGE CENTRE II CWC, L.L.C. , a Missouri limited liability company	Developer's Address: EPPS Bridge Centre II CWC, L.L.C. 6445 Powers Ferry Road, Suite 120 Atlanta, Georgia 30339 Attn: Frank M. Bishop	EPPS BRIDGE CENTRE II CWC, L.L.C. , a Missouri limited liability company By: Oconee 316 Associates, LLC, a Georgia limited liability company, Manager By:  Frank M. Bishop, Manager
Defeasance Trust:	EPPS BRIDGE DEFEASANCE TRUST, DST , a Delaware statutory trust,	Trust's Address: EPPS Bridge Trust Manager, LLC 336 Via de la Paz Los Angeles, California 90272 With copies to: Norton Rose Fulbright US LLP 7676 Forsyth Blvd., Suite 2230 St. Louis, Missouri 63105 Attn: Danette Davis	EPPS BRIDGE DEFEASANCE TRUST , a Delaware statutory trust, By: EPPS Bridge Trust Manager, LLC, a Delaware limited liability company By:  Alan Bornstein, President

PLEDGE AND COLLATERAL AGREEMENT TERMS AND CONDITIONS

A. Developer desires to obtain the Loan from Lender. Lender's agreement to make the Loan is conditioned upon, among other things, (i) Developer's establishment of Defeasance Trust, as a co-borrower under the Loan, the assets of which Defeasance Trust includes, without limitation, the Account Assets (or so much thereof as necessary to repay the principal balance of the Loan) which will be paid to the Lender on or before the Maturity Date in repayment of the Loan, (ii) Developer's payment to Defeasance Trust of the Defeasance Payment as required under the Loan Agreement, and (iii) a pledge (x) by Defeasance Trust of the assets of Defeasance Trust and (y) by Developer of its Beneficial Interests (as defined in the Defeasance Trust Agreement) in the Defeasance Trust, in each case, to Lender to secure the Loan.

IN CONSIDERATION OF THE FOREGOING and for value received, each Obligor and Lender agree as follows:

1. **DEFINITIONS.** All terms as used in this Agreement shall, unless otherwise defined below or in the body of this Agreement, have the meaning given to such terms in the Loan Agreement.

"**Account Assets**" shall mean all Deposits, Securities, securities entitlements and any other assets held in trust, or in any custody, subcustody, safekeeping, investment management accounts, or other accounts of Defeasance Trust with any custodian, trustee, Intermediary or Clearing System (all of which shall be considered "financial assets" under the UCC).

"**Account Control Agreement**" shall mean a securities account control agreement or other similar agreement with any Intermediary, as the same may be supplemented, consolidated, amended, extended, restated and/or replaced from time to time.

"**Agreement**" shall mean this Pledge and Collateral Agreement, as the same may be supplemented, amended restated, renewed, replaced, substituted, modified or extended from time to time.

"Developer Trust Collateral" shall mean Developer's interest as "Beneficial Owner" owning 100% of the Beneficial Interests (as defined in the Defeasance Trust Agreement) in the Defeasance Trust, including, without limitation, (i) any and all present and future rights of Developer in and to the Defeasance Trust, including, but not limited to, all the distributions, income and profits to which Developer would be entitled, now and at any time hereafter, of whatsoever description or character, presently or hereafter derived or arising from the Defeasance Trust, (ii) all of Developer's present and future rights to and in the assets of the Defeasance Trust and all of Developer's rights to receive or share in such assets in the event of dissolution of the Defeasance Trust and (iii) all damages, awards, money, and considerations of any kind or character to which Developer would be entitled, now and at any time hereafter, and arising out of or derived from any proceedings being instituted by or against the Defeasance Trust in any Federal or State Court, under any bankruptcy or insolvency laws, or under any laws relating to assignments for the benefit of creditors, to compositions, extensions, or adjustments of indebtedness, or to any other relief of debtors, or otherwise

"Clearing System" shall mean the Depository Trust Company, Cedel Bank, société anonyme, the Euroclear system and such other clearing or safekeeping system that may from time to time be used in connection with transactions relating to the custody of any Securities, and any depository for any of the foregoing.

"Collateral" shall mean: (i) Developer Trust Collateral, the Deposits, Securities and Account Assets that are listed on Exhibit A, (ii) all additions to, and proceeds, renewals, investments, reinvestments and substitutions of, the foregoing, whether or not listed on Exhibit A and (iii) all certificates, receipts and other instruments evidencing any of the foregoing.

"Deposits" shall mean the deposits of Defeasance Trust with any Intermediary (whether or not held in trust, or in any custody, subcustody, safekeeping, investment management accounts, or other accounts of Defeasance with Lender or any other Intermediary).

"Intermediary" shall mean any party acting as a financial intermediary or securities intermediary.

"Liabilities" shall mean the Debt or other indebtedness, obligations, and liabilities of any kind of Obligor to Lender, now or in the future, absolute or contingent, direct or indirect, joint or several, due or not due, arising by operation of law or otherwise, and costs and expenses incurred by Lender in connection with the Collateral, this Agreement or any Loan Document.

"Loan Agreement" shall mean that certain Loan Agreement of even date herewith between Developer and Defeasance Trust, as "Co-Borrowers," and Lender, pursuant to which Lender has agreed to extend a loan to Co-Borrowers, as the same may be supplemented, amended restated, renewed, replaced, substituted, modified or extended from time to time.

"Securities" shall mean the stocks, bonds and other instruments and securities, whether or not held in trust, or in any custody, subcustody, safekeeping, investment management accounts or other accounts of Obligor with any Intermediary and securities entitlements with respect to the foregoing.

"UCC" shall mean the Uniform Commercial Code in effect in the State of New York. Unless the context otherwise requires, all terms used in this Agreement which are defined in the UCC will have the meanings stated in the UCC.

2. **GRANT OF SECURITY INTEREST.** As security for the payment of all the Liabilities, each Obligor pledges, transfers and assigns to Lender and grants to Lender a security interest in and right of setoff against, the Collateral and Defeasance Trust hereby agrees to be bound by the terms of any Account Control Agreement among Lender and any Intermediary, as amended from time to time.

3. **AGREEMENTS OF OBLIGOR AND RIGHTS OF LENDER.** Each Obligor agrees as follows and irrevocably authorizes Lender to exercise the rights listed below with respect to the Collateral, at its option, for its own benefit, either in its own name or in the name of such Obligor, and appoints Lender as its attorney-in-fact to take all action permitted under this Agreement.

(a) **TRUST INTERESTS.**

(i) Lender may transfer to the account of Lender any certificates, receipts or other instruments evidencing any of the Developer Trust Collateral whether in the possession of, or registered in the name of, the Obligor or held otherwise; provided that until the occurrence of an Event of Default, Lender will only take that action if, in its judgment, failure to take that action would impair its rights under this Agreement.

(ii) Developer grants to Lender an irrevocable proxy to vote any and all certificates, receipts or other instruments evidencing any of the Developer Trust Collateral and give consents, waivers and ratifications in connection therewith upon and after the occurrence of an Event of Default.

(iii) All assets, distributions, income, profits, surplus, damages, awards, money and other considerations hereby assigned shall be paid directly to and, at the discretion of the Lender, retained by the Lender and held by it, until applied as provided in this Agreement, as additional Collateral. The Lender is hereby expressly authorized to ask, demand, and receive all such assets, distributions, income, profits, surplus, damages, awards, money and other considerations hereby assigned. Nothing herein contained shall be construed to require or obligate the Lender to institute any action, suit or legal proceeding to collect the aforesaid assets, distributions, income, profits, surplus, damages, awards, money, and other considerations hereby assigned, nor shall the failure of the Lender to exercise any right or assert and demand fulfillment of any obligation arising hereunder constitute a full or partial waiver thereof.

(b) **DEPOSITS.** Upon an Event of Default, Lender may: (i) renew the Deposits on terms and for periods Lender deems appropriate, (ii) demand, collect, and receive payment of any monies or proceeds due or to become due under the Deposits, (iii) execute any instruments required for the withdrawal or repayment of the Deposits and (iv) in all respects deal with the Deposits as the owner.

(c) **SECURITIES.**

(i) Lender may: (A) transfer to the account of Lender any Securities whether in the possession of, or registered in the name of, any Clearing System or held otherwise, and (B) transfer to the name of Lender or its nominee any Securities registered in the name of Defeasance Trust and held by Lender and complete and deliver any necessary stock powers or other transfer instruments; provided that until the occurrence of an Event of Default, Lender will only take that action if, in its judgment, failure to take that action would materially and adversely impair its rights under this Agreement.

(ii) Defeasance Trust grants to Lender an irrevocable proxy to vote any and all Securities and give consents, waivers and ratifications in connection with those Securities upon and after the occurrence of an Event of Default.

(iii) Upon and after the occurrence of an Event of Default, all payments, distributions and dividends in securities, property or cash shall be paid directly to and, at the discretion of Lender, retained by Lender and held by it, until applied as provided in this Agreement, as additional Collateral; provided that until the occurrence of an Event of Default, interest on Deposits and cash dividends on Securities paid in the ordinary course will be paid to Defeasance Trust.

4. **GENERAL.**

(a) Lender may, in its name, or in the name of Obligor: (A) execute and file financing statements under the UCC or any other filings or notices necessary or desirable to create, perfect or preserve its security interest, all without notice (except as required by applicable Law and not waivable) and without liability except to account for property actually received by it, (B) upon an Event of Default, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for, or make any compromise or settlement deemed desirable with respect to, any item of the Collateral (but shall be under no obligation to do so), (C) make any notification (to the issuer of any certificate or Security, or otherwise, including giving any notice of exclusive control to the Intermediary) or take any other action in connection with the perfection or preservation of its security interest or, upon an Event of Default, any enforcement of remedies, and retain any documents evidencing the title of Obligor to any item of the Collateral, and (D) upon an Event of Default, issue entitlement orders with respect to any of the Collateral.

(b) Each Obligor agrees that it will not file or permit to be filed any termination statement with respect to the Collateral or any financing or like statement with respect to the Collateral in which Lender is not named as the sole secured party, consent or be a party to any Account Control Agreement to which Lender is not also a party or sell, assign, or otherwise dispose of, grant any option with respect to, or pledge, or otherwise encumber the Collateral; provided, however, that until the occurrence of an Event of Default, such Obligor may buy and sell Collateral subject to the other provisions of this Agreement and the other Loan Documents.

(c) At the request of Lender, each Obligor agrees to do all other things which Lender may deem necessary or advisable in order to perfect and preserve its security interest, perfection and operational control and to give effect to the rights granted to Lender under this Agreement or enable Lender to comply with any applicable Laws.

(d) Notwithstanding the foregoing, Lender, by its acceptance of this Agreement, does not assume any duty with respect to the Collateral and is not required to take any action to collect, preserve or protect its or Obligor's rights in any item of the Collateral.

(e) Each Obligor releases Lender and agrees to hold Lender harmless from any claims, causes of action and demands at any time arising with respect to this Agreement, the use or disposition of any item of the Collateral or any action taken or omitted to be taken by Lender with respect thereto, except in any case where the claim, cause of action or demand results from the gross negligence or willful misconduct of Lender. Each Obligor releases each Intermediary and agrees to hold each Intermediary harmless from any claims, causes of action and demands at any time arising with respect to any instruction made by Lender to any Intermediary purporting to be made under this Agreement or any Account Control Agreement, except in any case where the claim, cause of action or demand results from the gross negligence or willful misconduct of Lender or the Intermediary, it being understood that no Intermediary shall have any duty to investigate Lender's right to issue any such instruction or any other matter related to any such instruction.

(f) The rights granted to Lender pursuant to this Agreement are in addition to the rights granted to Lender in any Account Control Agreement or similar agreement. In case of conflict between the provisions of this Agreement and of any other such agreement, the provisions of this Agreement will prevail.

5. **REPRESENTATIONS AND WARRANTIES.** Each Obligor represents and warrants that:

- (a) Developer is the sole owner of the Developer Trust Collateral, the Defeasance Trust is the sole owner of all other Collateral (other than the Developer Trust Collateral) and all Collateral is free of all encumbrances except for the security interest in favor of Lender created by this Agreement;
- (b) with respect to the Collateral, as to Deposits and Account Assets, Defeasance Trust has not withdrawn, canceled, been repaid or redeemed all or any part of any Deposits or Account Assets other than in compliance with this Agreement and there is no such pending application; and
- (c) with respect to the Collateral, as to Securities, the Securities are fully paid and non-assessable, there are no restrictions on pledge of the Securities by Defeasance Trust nor on sale of the Securities by Lender (whether pursuant to securities laws or regulations or shareholder, lock-up or other similar agreements) and the Securities are fully marketable by Lender as pledgee, without regard to any holding period, manner of sale, volume limitation, public information or notice requirements; and
6. **EVENT OF DEFAULT.** Any event of default ("Event of Default") under the Loan Agreement or any other Loan Document shall be deemed an Event of Default hereunder.
7. **REMEDIES.**
- (a) Upon an Event of Default, Lender will have the rights and remedies under the UCC and the other rights granted to Lender under this Agreement and may exercise its rights without regard to any premium or penalty from liquidation of any Collateral and without regard to Obligor's basis or holding period for any Collateral.
- (b) Upon an Event of Default, Lender may sell in the Borough of Manhattan, New York City, or elsewhere, in one or more sales or parcels, at the price as Lender deems best, for cash or on credit or for other property, for immediate or future delivery, any item of the Collateral, at any broker's board or at public or private sale, in any reasonable manner permissible under the UCC (except that, to the extent permissible under the UCC, each Obligor waives any requirements of the UCC) and Lender or anyone else may be the purchaser of the Collateral and hold it free from any claim or right including, without limitation, any equity of redemption of such Obligor, which right such Obligor expressly waives.
- (c) Upon an Event of Default, subject to the distribution provisions set forth in the Defeasance Trust Agreement, Lender may also, in its sole discretion: (i) hold any monies or proceeds representing the Collateral in a cash collateral account, (ii) invest such monies or proceeds on behalf of Obligor and (iii) apply any portion of the Collateral, first, to all costs and expenses of Lender, second, to the payment of principal of the Liabilities, whether or not then due, third, to the payment of interest on the Liabilities, and fourth, to Obligor.
8. **EXPENSES.** Obligor will take any action requested by Lender to allow it to sell or dispose of the Collateral. Notwithstanding that Lender may continue to hold Collateral and regardless of the value of the Collateral, Obligor will remain liable for the payment in full of any unpaid balance of the Liabilities in accordance with the Loan Agreement, the Note and the other Loan Documents.
9. **GOVERNING LAW; JURISDICTION.** This Agreement is and shall be deemed to be a contract entered into pursuant to the Laws of the State of New York and shall in all respects be governed, construed, applied and enforced in accordance with the Laws of the State of New York. To the maximum extent not prohibited by applicable law, the parties hereto hereby irrevocably: (a) submit to the jurisdiction of any New York state or United States federal court sitting in state of New York over any action or proceeding arising out of this Agreement, (b) agrees that all claims in respect of such action or proceeding may be held and determined in such New York state or federal court, and (c) consents to the service of process in any such action or proceeding in either of said courts by mailing thereof by the other party by registered or certified mail, postage prepaid, to the address of such party specified on the first page of this Agreement, or at its most recent mailing address as set forth in the records of the Lender. The parties hereto agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit or proceeding in such state and hereby waives any defense on the basis of an inconvenient forum.
10. **WAIVER OF JURY TRIAL PROVISION.** LENDER AND EACH OBLIGOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY OR ON BEHALF OF LENDER OR AN OBLIGOR WITH RESPECT TO THIS AGREEMENT, THE NOTE, THE OTHER LOAN DOCUMENTS OR OTHERWISE IN RESPECT OF THE LOAN, ANY AND EVERY RIGHT THEY MAY HAVE TO A TRIAL BY JURY.
11. **NOTICES.** Any notice, demand, request or other communication which Lender or Obligor may be required or permitted to give hereunder shall be given and deemed received in accordance with the terms and conditions of the Loan Agreement pertaining thereto.
12. **SOLVENCY.** As of the date of this Agreement, Obligor is not insolvent, nor would Obligor be made insolvent by entering into this Agreement or performing its obligations under this Agreement.
13. **LIMITATION ON RECOURSE.** The provisions of Section 3 of the Loan Agreement shall apply to Obligor's obligations hereunder and shall be incorporated herein by reference as if fully set forth in this Agreement.

14. **LIMITATION OF MANAGER'S LIABILITY.** The provisions of Section 6 of the Loan Agreement shall be incorporated herein by reference as if fully set forth in this Agreement.

15. **MISCELLANEOUS.** This Agreement shall be binding on each Obligor and its successors and assigns and shall inure to the benefit of Lender and its successors and assigns, except that Obligor may not delegate any of its obligations hereunder without the prior written consent of Lender. No amendment or waiver of any provision of this Agreement nor consent to any departure by Obligor will be effective unless it is in writing and signed by Obligor and Lender and will be effective only in that specific instance and for that specific purpose. No failure on the part of Lender to exercise, and no delay in exercising, any right will operate as a waiver or preclude any other or further exercise or the exercise of any other right. The rights and remedies in this Agreement are cumulative and not exclusive of any rights and remedies which Lender may have under law or under other agreements or arrangements with Obligor. The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement is not valid or enforceable in whole or in part in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of that invalidity or unenforceability without in any manner affecting the validity or enforceability in any other jurisdiction or the remaining provisions of this Agreement. Each Obligor hereby waives presentment, notice of dishonor and protest of all instruments included in or evidencing the Liabilities or the Collateral and any other notices and demands, whether or not relating to those instruments. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one agreement.

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EXHIBIT A

DESCRIPTION OF THE COLLATERAL

1. Deposits

Entity Holding Deposit

[_____]

Account/Contract/Certificate No.

ABA #: [_____];
Account No. [_____]

Account Title (if applicable)

[_____] Defeasance Trust, DST

2. Stocks, Bonds and Other Instruments and Securities

Nature of Security/Obligation

Name of Issuer

Number of Units

Certificate No. (if applicable)

3. All Assets Held or To Be Held in the Following Custody Accounts, Safekeeping Accounts, Investment Management Accounts and/or other Accounts with Intermediary (including any and all existing or future subaccounts established under any such Accounts)

Account Number(s)

[Insert Name of Entity holding Collateral next to each applicable Account Number]

UCC RIDER

DEBTOR: _____

SECURED PARTY: _____

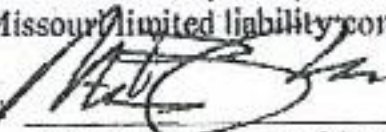

This financing statement covers the following property:

1. All of Debtor's present and future right, title and interest (but none of the obligations of Debtor) in and to the EPPS Bridge Defeasance Trust, DST, a Delaware statutory trust (the "*Defeasance Trust*"), under that certain Trust Agreement dated as of December 6, 2021 by and among EPPS BRIDGE CENTRE II CWC, L.L.C., as Depositor, Epps Bridge Trust Manager, LLC, as Manager, and The Corporation Trust Company, as Trustee (as the same may be amended, modified, restated or replaced from time to time, the "*Defeasance Trust Agreement*"), together with all present and future right, title and interest in and to any and all monies distributable and hereafter becoming distributable to Debtor thereunder, including without limitation assets, distributions, income, profits, surplus, damages, awards, money and other considerations (the "*Trust Distributions*").
2. All claims and other monies and claims due or to become due or distributable to Debtor in respect of the Trust Distributions and the Defeasance Trust Agreement.
3. All other rights of Debtor in respect of the Defeasance Trust, the Defeasance Trust Agreement and the Trust Distributions, including, without limitation, rights of Debtor, if any, to appoint, remove and/or replace, or consent to the appointment, removal and/or replacement, of trustees or managers thereunder.
4. Any and all proceeds of any and all of the foregoing.

BREADBOX LOAN PROGRAM LICENSE AGREEMENT

Date: December _____, 2021

This Breadbox Loan Program License Agreement (including the Breadbox Loan Program License Agreement Terms and Conditions attached hereto and any and all exhibits and schedules attached hereto or thereto, collectively, as the same may be supplemented, amended, modified consolidated, extended, replaced, renewed and/or restated from time to time, this "Agreement") is made and entered into by and among Licensor, on one hand, and Developer and Defeasance Trust (each individually a "Licensee" and collectively, "Licensees"), on the other hand. Licensor and Licensees may be referred to herein individually as a "Party" and collectively as the "Parties." In consideration of the covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Parties have duly executed and delivered this Agreement as of the date set forth above.

Licensor:	UTW CAPITAL, LLC, a Missouri limited liability company	<u>Address:</u> UTW Capital, LLC c/o Dentons US LLP One Metropolitan Square, Suite 3000 St. Louis, Missouri 63102 Attn: Alan Bornstein Email: alan.bornstein@dentons.com	UTW CAPITAL, LLC, a Missouri limited liability company By:  Alan Bornstein, President
Developer:	EPPS BRIDGE CENTRE II CWC, L.L.C., a Missouri limited liability company	<u>Address:</u> EPPS Bridge Centre II CWC, L.L.C. 6445 Powers Ferry Road, Suite 120 Atlanta, Georgia 30339 Attn: Frank M. Bishop	EPPS BRIDGE CENTRE II CWC, L.L.C., a Missouri limited liability company By: Oconee 316 Associates, I.L.C., a Georgia limited liability company, Manager By:  Frank M. Bishop, Manager
Defeasance Trust:	EPPS BRIDGE DEFEASANCE TRUST, DST, a Delaware statutory trust (the "Defeasance Trust Agreement")	<u>Address:</u> EPPS Bridge Trust Manager, LLC 336 Via de la Paz Los Angeles, California 90272 <u>With copies to:</u> Norton Rose Fulbright US LLP 7676 Forsyth Blvd., Suite 2230 St. Louis, Missouri 63105 Attn: Danette Davis	EPPS BRIDGE DEFEASANCE TRUST, DST, a Delaware statutory trust By: EPPS Bridge Trust Manager, LLC, a Delaware limited liability company By:  Alan Bornstein, President

J.P.Morgan

SECURITIES ACCOUNT CONTROL AGREEMENT

AGREEMENT dated as of _____, _____
 among EPPS Bridge Defeasance Trust, DST, a Delaware statutory trust ("Pledgor"),
 Oconee County Industrial Development Authority ("Lender")
 and JPMorgan Chase Bank, N.A. ("Intermediary").

The parties hereto refer to Account No. G43242009 in the name of the Pledgor maintained at Intermediary (such account and any successor account, the "Account") and hereby agree as follows:

1. Pledgor and Lender notify Intermediary that by separate agreement pledgor has granted Lender a security interest in the Account and all financial assets and other items therein. Intermediary acknowledges being so notified and confirms that it has no actual knowledge or notice of any restraint, security interest, lien or other adverse claim in or to the Account or any item therein (except for claims and interests of the Intermediary and the Lender referred to in this Agreement). All items in the Account shall be treated as "financial assets" within the meaning of the New York Uniform Commercial Code (the "Code").

2. (a)

(b) After Intermediary has received a notice purporting to be signed and sent by the Lender in substantially the form attached as Exhibit A hereto (a "Notice of Exclusive Control"), Intermediary shall not make any further payments to Pledgor from the Account or comply with any instructions or entitlement orders from Pledgor relative to the Account, and shall act only upon the instructions of Lender. Any Notice of Exclusive Control received by Intermediary shall not be deemed effective until Intermediary has had a reasonable period of time to act upon such notice, such period not to extend beyond the opening of business on the second business day following the date Intermediary received such notice. Notwithstanding the foregoing: (i) all transactions relating to the Account or any items therein duly consummated or processed by Intermediary prior to its receipt of a Notice of Exclusive Control (or duly commenced by Intermediary prior to any such receipt and so consummated or processed thereafter) shall be deemed not to constitute a violation of this Agreement; (ii) Intermediary may (at its discretion and without any obligation to do so) commence honoring solely Lender's orders concerning the Account at any time or from time to time after it becomes aware that Lender has sent to it a Notice of Exclusive Control (including without limitation reversing or

redirecting any transaction referred to in clause (i) above) with no liability whatsoever to Pledgor or any other party for doing so; and (iii) Pledgor may not terminate or re-title the Account, and Intermediary shall not change the name or account number of the Account, without having received the Lender's prior express written consent thereto; provided, however, that (x) the account number may be changed by the Intermediary in connection with a systems conversion which results in a general change of account numbers and the Intermediary shall notify the Lender of such change as promptly as practicable and (y) the Intermediary may, at its option, retitle the Account

(c) Pledgor expressly agrees that all income, earnings and profits with respect to the Account shall be reported for State and Federal income tax purposes as attributable to the Pledgor and not the Lender. Pledgor authorizes Intermediary, Lender, and any other person authorized to report income distributions to report all earnings and profits from the Account to any appropriate taxing authority under Pledgor's Social Security or Taxpayer Identification Number. Pledgor authorizes Intermediary, upon Lender's direction, to send copies of all statements and confirmations for the Account to Lender, and Intermediary agrees to comply with such direction.

3. Intermediary waives, releases and agrees not to assert, exercise or claim any lien, encumbrance, right (including setoff right) or other claim against the Account or any financial asset, cash balance or other item therein, except with respect to payment (i) of customary fees and commissions with respect to the routine maintenance and operation of the Account or (ii) for credit related to the settlement of Account transactions in the ordinary course of business. Intermediary shall neither advance margin credit against the Account, nor hypothecate any financial assets carried in the Account, without the prior written consent of Lender. Except as required by law, Intermediary shall not agree with any other person or entity that it will comply with any withdrawal, transfer, payment and redemption instructions, or any other entitlement or other orders, from such person or entity concerning the Account or any items therein, without the prior written consent of Lender and any such agreement entered into without such consent shall be null and void.

4. Anything to the contrary in this Agreement notwithstanding: (i) Intermediary shall have only the duties and responsibilities expressly set forth in writing herein (and in its standard securities account documentation and terms and conditions as in effect from time to time, all of which shall apply to the Account to the extent not inconsistent with this Agreement) and shall not be deemed to be a fiduciary for any party hereto; (ii) Lender and Pledgor agree that Intermediary shall have no duty to monitor the market value of the financial assets held in the Account and shall not be responsible for any declines in the market value of such financial assets; (iii) Intermediary shall be fully protected and shall have no responsibility or liability to any party hereto for acting or refraining from acting in good faith on any Notice of Exclusive Control or other written notice, instruction or request purportedly furnished to it by Lender in accordance with the terms hereof, in which case the parties hereto agree that Intermediary has no duty to make any further inquiry whatsoever; and (iv) Intermediary shall not be liable to any party hereto or any other person for any action or failure to act under or in connection with this Agreement except to the extent directly arising out of its own willful misconduct or gross negligence (and, to the maximum extent permitted by law, shall under no circumstances be liable for indirect, special, punitive or consequential damages).

5. Pledgor hereby indemnifies Intermediary for, and holds Intermediary harmless against, any loss, cost, liability or expense (including reasonable outside counsel fees and disbursements) incurred or suffered by Intermediary arising out of or in connection with this Agreement or the Account, except as may result from its willful misconduct or gross negligence. Lender hereby indemnifies Intermediary for, and holds Intermediary harmless against, any loss, cost, liability or expense (including reasonable outside counsel fees and disbursements) incurred or suffered by Intermediary arising out of or in connection with instructions from Lender with respect to this

Agreement or the Account, except as may result from Intermediary's willful misconduct or gross negligence.

6. This Agreement supplements the account documentation between Intermediary and Pledgor relating to the Account. If there is a conflict between this Agreement and any other agreement between Pledgor and the Intermediary, this Agreement shall control; provided, however, that the terms of this Agreement shall not be deemed or construed to make the Lender a party to such account documentation.

7. Lender may terminate this Agreement at any time upon ten (10) days' prior written notice to Intermediary (in substantially the form attached as Exhibit B hereto). Pledgor may not terminate this Agreement except with the written consent of Lender and upon ten (10) days' prior written notice to Intermediary and Lender. Intermediary may terminate this Agreement upon thirty (30) days' prior written notice to Lender and Pledgor. If Intermediary terminates this Agreement in accordance with this paragraph, and if Intermediary receives no written instructions signed by Lender and Pledgor regarding transfer of the Account prior to the effective date of the termination, Lender and Pledgor agree that, upon expiration of the termination notice period, Intermediary will close the Account and transfer all cash, securities and other financial assets in the Account to Lender. Lender and Pledgor acknowledge and agree that Intermediary may be required to liquidate certain securities or other financial assets in order to transfer the Account in accordance with this paragraph. Pledgor will be responsible for any tax consequences resulting from any such liquidation, as well as any sale of securities pursuant to any entitlement orders from Lender. Any other termination or any amendment or waiver of this Agreement shall be effected solely by an instrument in writing executed by all the parties hereto.

8. All notices shall be in writing and sent (including via telecopier with receipt confirmed by telephone) to the parties hereto at their respective addresses or telecopier or telephone numbers (or to such other address or telecopier and telephone numbers as any such party shall designate in writing to the other parties from time to time):

Pledgor Name: EPPS Bridge Defeasance Trust, DST, a Delaware statutory trust

Address: c/o EPPS Bridge Trust Manager, LLC

336 Via de la Paz

Los Angeles, California 90272

Phone: (314) 616-6803

Fax:

Intermediary: JPMorgan Chase Bank, N.A

Name: Geoff Barker

Address: 370 17th Street; Suite 3200

Denver, CO 80202

Phone: 303 - 607 - 7845

Fax:

And to:
JPMorgan Chase Bank, N.A.
PB Collateral Monitoring 460
Polaris Parkway, Floor 02
Westerville, OH 43082
Attn: Ramon Quinones

Phone: 855-533-7980

Lender: Oconee County Industrial Development Authority

Address: Attention: Chairman

P.O. Box 145

Watkinsville, Georgia 30677

Phone:

Fax:

9. This Agreement: (i) may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument; (ii) shall become effective when counterparts hereof have been signed by the parties hereto; and (iii) shall be governed by and construed in accordance with the laws of the State of New York, which shall also be deemed to be the Intermediary's jurisdiction. This is intended to be "an agreement" within the meaning of Section 8-110(e) of the Code and the terms "financial assets" and "entitlement orders" herein shall include the respective meanings given such terms in Article 8 of such Code. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives and corporate successors and assigns, provided that this Agreement, and the rights and obligations hereunder, may not be assigned by the Pledgor or the Lender without the prior written consent of the Intermediary.

10. The Pledgor and the Lender each hereby irrevocably submits to the non-exclusive jurisdiction of any State or Federal courts sitting in the City of New York over any action or proceeding arising out of this Agreement and hereby irrevocably agrees that all claims in respect of such action or proceeding may be held and determined in such New York State or federal court. The Pledgor and the Lender each hereby further irrevocably consents to the service of process in any such action or proceeding in either of said courts by mailing copies thereof to each by registered or certified mail, postage prepaid at its address specified in paragraph 8 hereof. The Pledgor and the Lender each further agrees that any action or proceeding brought against the Intermediary may be brought only in a New York State or United States Federal court sitting in New York County.

EXHIBIT A

[to be placed on Lender's letterhead]

SECURITIES ACCOUNT NOTICE OF EXCLUSIVE CONTROL

JPMorgan Chase Bank, N.A.

JPMorgan Chase Bank, N.A.
PB Collateral Monitoring
460 Polaris Parkway, Floor 02
Westerville, OH 43082
Attn: Ramon Quinones

Re: Securities Account Control Agreement dated as of _____,
(the "Agreement") among EPPS Bridge Defeasance Trust, DST, [Pledgor],
Oconee County Industrial Development Authority [Lender],
and JPMorgan Chase Bank, N.A. [Intermediary] relating to
Account No. G43242009

Ladies and Gentlemen:

This constitutes the Notice of Exclusive Control referred to in paragraph 2 of the Agreement. You are instructed to deliver a copy of this notice to EPPS Bridge Defeasance Trust, DST, a Delaware

Oconee County Industrial Development [Lender]

By: _____

Name:

Title:

EXHIBIT B

[Lender Letterhead]

LETTER OF TERMINATION

as of _____, _____

JPMorgan Chase Bank, N.A.
PB Collateral Monitoring
460 Polaris Parkway, Floor 02
Westerville, OH 43082
Attn: Ramon Quinones

Re: Termination of Security Account Control Agreement

Gentlemen:

Effective immediately, please accept this letter as termination of the Notice of Exclusive Control and Securities Account Control Agreement, dated as of _____, _____ among EPPS Bridge Defeasance Trust, DST, a Delaware statutory trust (the "Pledgor"), Oconee County Industrial Development Authority (the "Lender") and JPMorgan Chase Bank, N.A. (the "Intermediary") with respect to Account no. G43242009

Please do not hesitate to call us if you have questions.

Oconee County Industrial Development Authority

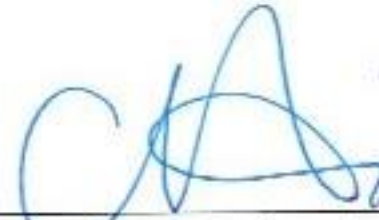
Name:

Title

SECRETARY'S CERTIFICATE

The undersigned Secretary of the Oconee County Industrial Development Authority (the "Issuer"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter, pertaining to the Resolution of the Authority approving the execution and delivery of the Loan Agreement and approval of the Breadbox Loan Program Documents, constitute a true and correct copy of the Resolution adopted on January 28, 2022, by the directors of the Authority in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of said Resolution appears of record in the Minute Book of the Authority which is in the undersigned's custody and control.

WITNESS my hand and the official seal of the Oconee County Industrial Development Authority, this 28th day of January, 2022.



Secretary, Oconee County
Industrial Development Authority

(CORPORATE SEAL)

