




BREADBOX ENGAGEMENT AGREEMENT

Date: December 31 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	<u>Developer's 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, LLC, a Georgia limited liability company, Manager By:  Frank M. Bishop, Manager
Breadbox Manager:	EPPS BRIDGE TRUST MANAGER, LLC , a Delaware limited liability company (" Breadbox Manager "), as Manager	<u>Breadbox Manager's Address:</u> 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	<u>Trust's 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

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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