

<p>SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full. This the _____ day of _____, 20____.</p> <p>Signed: _____</p>	<p>Return to: Terry M. Taylor, Esq. P.O. Drawer 2428 Hickory, NC 28603</p> <p>Drawn by: Terry M. Taylor, Esq. Young, Morphis, Bach & Taylor, L.L.P. P.O. Drawer 2428 Hickory, NC 28603</p>
<p>Brief Description for the index: PIN Nos. 0784153883 & 0784153692</p>	

NORTH CAROLINA PURCHASE MONEY DEED OF TRUST

THIS DEED of TRUST made on the 2nd day of January, **2024**, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
GALE FORCE SPORTS & ENTERTAINMENT, L.L.C., a Delaware limited liability company 1400 Edwards Mill Road Raleigh, NC 27607	TERRY M. TAYLOR, ESQ. P.O. Drawer 2428 Hickory, NC 28603	BACKYARD BISTRO PROPERTIES, LLC, a North Carolina limited liability company 9197 Cleveland Road Clayton, NC 27520
Enter in appropriate block for each party: name address, and, if appropriate, character of entity, e.g. corporation or partnership		

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

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of **NINE HUNDRED THOUSAND and No/100 DOLLARS (\$900,000.00)**, as evidenced by a Purchase Money Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payments of said Purchase Money Promissory Note, if not sooner paid, is six (6) years from the date hereof.

THE AMOUNT SECURED BY THIS DEED OF TRUST IS FOR PURCHASE MONEY PURSUANT TO N.C.G.S. 45-21.38.

NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Purchase Money Deed of Trust and costs of collection (including attorney's fees as provided in the Purchase Money Promissory Note) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, her heirs, or successors, and assigns, the parcel(s) of land situated in **Wake County**, North Carolina, (the "Premises") and more particularly described as follows:

See attached Exhibit "A" - Legal Description.

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereunto belonging, to said Trustee, her heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the Purchase Money Promissory Note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, all other sums secured hereby and shall comply with all of the covenants, terms and conditions of this Purchase Money Deed of Trust, then this conveyance shall be null and void and may be canceled of record at the request and the expense of the Grantor. If, however, there shall be any default (a) in the payment of any sums due under the Purchase Money Promissory Note, this Purchase Money Deed of Trust or any other instrument securing the Purchase Money Promissory Note and such default is not cured within ten (10) days from the due date, or (b) if there shall be default in any of the other covenants, terms or conditions of the Purchase Money Promissory Note secured hereby, or any failure or neglect to comply with the covenants, terms or conditions contained in this Purchase Money Deed of Trust or any other instrument securing the Purchase Money Promissory Note and such default is not cured within fifteen (15) days after written notice, then and in any of such events, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first giving such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may then be required by law and giving such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such and any resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent her in such proceedings.

The proceeds of the Sale shall after the Trustee retains her commission, together with reasonable attorney's fees incurred by the Trustee in such proceedings, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the Note hereby secured and advancements and other sums expended by the Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale or the minimum sum of **\$1,000.00**, whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee, including reasonable attorney's fees, and a partial commission computed on five percent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to-wit: one-fourth (¼) thereof before the Trustee issues a notice of hearing on the right to foreclosure; one-half (½) thereof after issuance of said notice, three-fourths (¾) thereof after such hearing; and the greater of the full commission or minimum sum after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. **INSURANCE.** Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not less than that amount necessary to pay the sum secured by this Purchase Money Deed of Trust, and as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payments as long as the Purchase Money Promissory Note secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at their option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the principal of the Purchase Money Promissory Note secured by this Purchase Money Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

2. **TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said Premises within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and

charges as herein required, then Beneficiary, at their option, may pay the same and the amounts so paid shall be added to the principal of the Purchase Money Promissory Note secured by this Purchase Money Deed of Trust, and shall be due and payable upon demand of Beneficiary.

3. ASSIGNMENTS OF RENTS AND PROFITS. Grantor assigns to Beneficiary, in the event of default, all rents and profits from the land and any improvements thereon, and authorizes Beneficiary to enter upon and take possession of such land and improvements, to rent same, at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of reletting and collection, to apply the remainder to the debt secured hereby.

4. PARTIAL RELEASE. Grantor shall not be entitled to the partial release of any of the above described property except in accordance with Paragraph 15.

5. WASTE. The Grantor covenants that he will keep the Premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted and will comply with all governmental requirements respecting the Premises or their use, and that it will not commit or permit any waste.

6. CONDEMNATION. In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor.

7. WARRANTIES. Grantor covenants with Trustee and Beneficiary that it is seized of the Premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Easements and rights of way of record.

8. SUBSTITUTION OF TRUSTEE. Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce her trust, or for any reason the holder of the Purchase Money Promissory Note desires to replace said Trustee, then the holder may appoint, in writing, a trustee to take the place of the Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Trustee.

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THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES, SHALL NOT APPLY UNLESS THE BLOCK TO THE LEFT MARGIN OF THIS SENTENCE IS MARKED AND/OR INITIALED.

9. SALE OF PREMISES. Grantor agrees that if the Premises or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law other than: (i) the creation of a lien or other encumbrance subordinate to this Purchase Money Deed of Trust which does not relate to a transfer of rights of occupancy in the Premises; (ii) the creation of a purchase money security interest for personal property; (iii) a transfer to an entity which is wholly owned by Grantor or Grantor's parent company; (iv) the grant of a leasehold interest of three (3) years or less not containing an option to purchase; and (v) a transfer to a relative resulting from the death of a Grantor; without the prior written consent of Beneficiary, Beneficiary, at its own option, may declare the Note secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be the transfer of an interest in the Premises.

10. ADVANCEMENTS. If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default and shall be due from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

11. **INDEMNITY.** If any suit or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the Note secured hereby for sums due after default and shall be due and payable on demand.

12. **WAIVERS.** Grantor waives all rights to require marshaling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Purchase Money Promissory Note or this Purchase Money Deed of Trust shall be deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

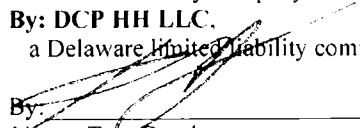
13. **CIVIL ACTION.** In the event that the Trustee is named as a party to any civil action as Trustee in this Purchase Money Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fee of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the Purchase Money Promissory Note secured by this Purchase Money Deed of Trust and bear interest at the rate provided in the Purchase Money Promissory Note for sums due after default.

14. **PRIOR LIENS.** Default under the terms of any instrument secured by a lien to which this Purchase Money Deed of Trust is subordinate shall constitute default hereunder.

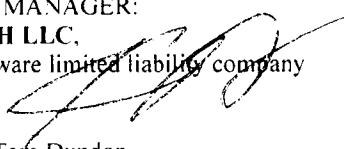
15. **OTHER TERMS.** This Purchase Money Deed of Trust constitutes a first priority lien against the Premises.

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be signed the day and year first above written.

GALE FORCE SPORTS & ENTERTAINMENT, L.L.C., a
Delaware limited liability company

BY ITS MEMBER:
HURRICANES HOLDINGS, L.L.C.,
a Delaware limited liability company
By: DCP HH LLC,
a Delaware limited liability company
By: 
Name: Tom Dundon
Title: Sole Manager

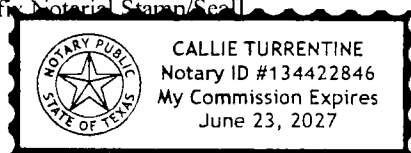
AND

BY ITS MANAGER:
DCP HH LLC,
a Delaware limited liability company
By: 
Name: Tom Dundon
Title: Sole Manager

STATE OF TEXAS
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 21 day of December, 2023, by **TOM DUNDON** as (i) the Sole Manager of DCP HH LLC, a Delaware limited liability company, being the Manager of GALE FORCE SPORTS & ENTERTAINMENT, L.L.C., a Delaware limited liability company, and (ii) the Sole Manager of DCP HH LLC, a Delaware limited liability company, being the Sole Manager of HURRICANES HOLDINGS, L.L.C., a Delaware limited liability company, which is the Member of GALE FORCE SPORTS & ENTERTAINMENT, L.L.C., a Delaware limited liability company, on behalf of GALE FORCE SPORTS & ENTERTAINMENT, L.L.C.

[Affix Notarial Stamp/Seal]



Callie Turrentine

Signature of Notary Public

Callie Turrentine

Printed Name of Notary Public

My commission expires: June 23, 2027

Witness my hand and official seal, this the 21 day of December, 2023.

Callie Turrentine

Notary Public

My Commission Expires June 23, 2027

EXHIBIT A

TRACT ONE: (Wake County PIN No. 0784153883)

BEING all of Tract 1, containing 2.34 acres, more or less, as shown on plat entitled "Greenway Correction Map, Trinity Road Center" as surveyed by Aiken & Yelle Associates, P.A., dated May 8, 2000, recorded in Book of Maps 2000, Page 1546, Wake County Registry, to which plat reference is hereby made for a more particular description of same.

Together with all rights, title and interest in those certain easements as described in Declaration of Cross-Access and Utility Easements recorded in Book 8441, Page 1826, Wake County Registry, including, without limitation (i) a non-exclusive easement for ingress and egress; and (ii) easements for utilities and storm drainage as necessary.

TRACT TWO: (Wake County PIN No. 0784153692)

BEING all of Tract 2, containing 1.65 acres, more or less, as shown on plat entitled "Greenway Correction Map, Trinity Road Center" as surveyed by Aiken & Yelle Associates, P.A., dated May 8, 2000, recorded in Book of Maps 2000, Page 1546, Wake County Registry, to which plat reference is hereby made for a more particular description of same.