

Prepared by: Keith Burns  
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4141 Parklake Ave., Suite 200  
Raleigh, NC 27612

Return to: Beneficiary

This instrument should be indexed as a "subsequent instrument," pursuant to N.C.G.S. § 161-14.1, and is intended to modify, amend and/or supplement the following previously registered instrument: Deed of Trust recorded in Book 19846, Page 637, Wake County Registry.

### AMENDMENT TO DEED OF TRUST

#### STATE OF NORTH CAROLINA

#### Wake County

**THIS AMENDMENT TO DEED OF TRUST** (this "Amendment"), dated as of the 7 day of May, 2025, is made by **A Squared LLC** a North Carolina limited liability company ("Grantor"), in favor of **UNION SERVICE CORPORATION** as Trustee for the benefit of **ATLANTIC UNION BANK** (together with its successors and assigns, "Beneficiary").

**THE DEED OF TRUST MODIFIED BY THIS AMENDMENT IS ALSO A SECURITY AGREEMENT UNDER ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE, WITH GRANTOR AS DEBTOR AND BENEFICIARY AS SECURED PARTY. THIS INSTRUMENT COVERS GOODS THAT ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN. ACCORDINGLY, IN ADDITION TO ITS BEING FILED AS A DEED OF TRUST, IT SHOULD ALSO BE FILED AND INDEXED AS A FIXTURE FILING PURSUANT TO THE NORTH CAROLINA UNIFORM COMMERCIAL CODE.**

#### WITNESSETH:

WHEREAS, Grantor executed and delivered a Master Construction Line Note dated March 3, 2025 to the Beneficiary in the original maximum principal amount of Three Million and 00/100 Dollars (\$3,000,000.00) (as amended, modified, supplemented, restated, renewed or extended from time to time, the "Note"); and

WHEREAS, Grantor executed and delivered a Deed of Trust to Trustee for the benefit of the Beneficiary as security for the Note, which Deed of Trust was recorded in Book 19846 at Page 637 in the Register of Deeds of Wake County, North Carolina (as amended, modified, supplemented, restated, renewed or extended from time to time, the "Deed of Trust"), encumbering certain property more particularly described therein (the "Property"); and

Submitted electronically by "Gwynn, Edwards & Getter, PA"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Wake County Register of Deeds.

WHEREAS, Grantor now intends to add an additional tract of land to the Property for the purpose of providing additional collateral to secure the payment of the indebtedness described in the Deed of Trust.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, intending to be legally bound, hereby agrees to amend the Deed of Trust as stated above and to make certain acknowledgments, representations, warranties, confirmations, affirmations and/or reaffirmations to Beneficiary with respect to the Deed of Trust as follows:

1. The foregoing recitals are acknowledged as true and correct and are incorporated herein by reference.

2. Exhibit A to the Deed of Trust is hereby amended by adding thereto the description of real property contained on Exhibit A hereto (such described real property being hereinafter referred to as the "Additional Land"). The term "Land" as defined in the Deed of Trust is hereby amended to include the Additional Land.

3. Each reference to the Deed of Trust that is made in the Deed of Trust or any of the other Loan Documents executed or to be executed in connection therewith shall hereafter be construed as a reference to the Deed of Trust as amended hereby.

4. Except as expressly modified and amended hereby, the Deed of Trust, and all of its terms and provisions, and the indebtedness secured thereby, are hereby ratified and confirmed. This Amendment does not extinguish the outstanding indebtedness evidenced by the Note or any instrument related thereto, or discharge or release the lien of the Deed of Trust or any other lien. Nothing contained herein shall be construed as a substitution or novation of any indebtedness or any instruments evidencing, governing, or securing the same, which instruments remain in full force and effect except as modified hereby.

5. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

[Signature pages follow.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed under seal as of the day and year first above written.

**GRANTOR:**

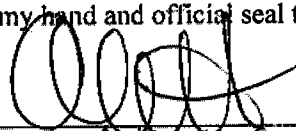
**A Squared LLC**  
a North Carolina limited liability company

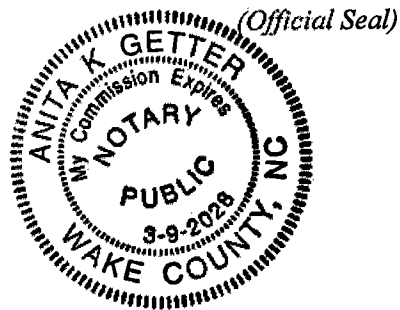
By: \_\_\_\_\_ (SEAL)  
Joseph K Alercia, Member

STATE OF NORTH CAROLINA  
COUNTY OF Wake

I, a Notary Public of the County and State aforesaid, certify that Joseph K Alercia, either being personally known to me or proven by satisfactory evidence, personally came before me this day and acknowledged that s/he is the Authorized Signatory for A Squared LLC, and that, being authorized to do so, executed the foregoing on behalf of both Grantors.

Witness my hand and official seal this the 1<sup>st</sup> day of May, 2025.

  
Printed name: Anita K. Getter, Notary Public  
My commission expires: \_\_\_\_\_



**EXHIBIT A****REAL PROPERTY COLLATERAL**

BEGINNING at an iron pipe at the southeastern corner of the intersection of Everett Avenue and Pogue Street, said point being the northwestern corner of Lot 498 and runs thence with the southern line of Everett Ave. S. 83 deg. 34 min. E. 102.15 ft. to an iron pipe on the western line of a 16-foot driveway; thence with the western line of said driveway S. 5 deg. 00 min. W 85.91 feet to an iron pipe; thence N. 72 deg. 28 min. 20 sec. W. 119.58 ft. to an iron pipe on the eastern line of Pogue Street; thence with the eastern lie of Pogue Street as it curves, said curve having a chord with a bearing of N. 18 deg. 08 min. E. and distance of 64.30 ft. to the point of BEGINNING, and BEING the northern parts of Lots 495, 496, 497 and 498 of Fairmont according to a map recorded in Book of Maps 1926, Page 8, Wake County Registry, and as shown on a survey entitled "Property of Thomas L. Barringer," dated 8-3-77 by L.I. Chasak, R.L.S.

There is conveyed together with the above-described parcel of land all of the right and easement of Grantors in, to and over the driveway or alley adjacent to and immediately east of the above lands, as described in a Deed of Easement recorded in Deed Book 926, Page 431, Wake County Registry.

Known as 312 Pogue Street, Raleigh, NC 27607

Parcel #: 0022502