

THIS INSTRUMENT PREPARED BY  
AND WHEN RECORDED RETURN TO:

Nelson Mullins Riley & Scarborough LLP  
201 17th Street NW, Suite 1700  
Atlanta, Georgia 30363  
Attn: Jennifer Malinovsky, Esq.

THIS INSTRUMENT WAS REVIEWED BY:

Lodestar Law  
Attn: Suzanne Schaffer  
233 S. Sharon Amity Road, Suite 100  
Charlotte, NC 28211

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*(SPACE ABOVE THIS LINE FOR RECORDER'S USE)*

**SCGX-CAPITAL COMMONS, LLC,**  
as grantor  
to

**FIDELITY NATIONAL TITLE INSURANCE COMPANY,**  
as trustee  
for the benefit of

**DELTA COMMUNITY CREDIT UNION,**  
as beneficiary

**FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND  
RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

Dated: May 8, 2025

County: Wake County, North Carolina

Cross-Reference: Deed of Trust, Assignment of Leases and Rents,  
Security Agreement and Fixture Filing from Grantor to  
Trustee for the benefit of Lender, dated as of May 23, 2024,  
recorded in Deed Book 019618, Page 01694, Wake County,  
North Carolina Records

submitted electronically by "Morehead Title Company"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Wake County Register of Deeds.

**FIRST AMENDMENT TO  
DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY  
AGREEMENT AND FIXTURE FILING**

THIS FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this “*Amendment*”) is made and entered into as of May 8, 2025, by and between SCGX-CAPITAL COMMONS, LLC, a Georgia limited liability company (“*Grantor*”), c/o South Coast Group, LLC, 3715 Northside Parkway NW, Northcreek 200, Suite 650 Atlanta, GA 30327, and FIDELITY NATIONAL TITLE INSURANCE COMPANY, as trustee (“*Trustee*”), for the benefit of DELTA COMMUNITY CREDIT UNION (“*Lender*”), 3250 Riverwood Parkway, Atlanta, GA 30339.

**Statement of Background**

WHEREAS, Grantor is indebted to Lender in the principal sum of Twenty Million Sixty Thousand and No/100 Dollars (\$20,060,000.00) (the “*Loan*”), evidenced by that certain Promissory Note, dated as May 23, 2024, made by Grantor, SCGVII-COVINGTON, LLC, a Georgia limited liability company, SCG-CASTLE SHOPS, LLC, a Georgia limited liability company, SCGVII-ST. ANDREWS, LLC, a Georgia limited liability company, SCGX-GUADALUPE STATION, LLC, a Georgia limited liability company, SCGX-CHESAPEAKE SQUARE, LLC, a Georgia limited liability company, SCGX-COUNTRY CLUB SHOPPES, LLC, a Georgia limited liability company, SCGX-PLANTATION WOODS, LLC, a Georgia limited liability company, and SCGX-AVENUES JUNCTION, LLC, a Georgia limited liability company (individually or collectively, as the context may require, the “*Borrower*”), payable to the order of Lender, together with any and all renewals, modifications, consolidations and extensions of the indebtedness evidenced thereby (as the same may be amended, modified, supplemented and restated from time to time, the “*Original Note*”). The Original Note is secured by, among other things, that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Grantor to Trustee for the benefit of Lender, dated as of May 23, 2024, recorded in Deed Book 019618, Page 01694, Wake County, North Carolina Records (as amended, modified, supplemented, restated and renewed from time to time, the “*SCG Portfolio I Security Instrument*”);

WHEREAS, as of the date hereof, Lender shall have made a loan in the original principal amount of Twenty-Nine Million Seven Hundred Twenty-Seven Thousand and No/100 Dollars (\$29,727,000.00) (“*SCG Portfolio II Loan*”) to SCGV-DUE WEST, LLC, a Georgia limited liability company, SCGVI-STONEWOOD, LLC, a Georgia limited liability company, SCG-GAINESVILLE PLAZA, LLC, a Georgia limited liability company, SCG-NORTHPOINTE, LLC, a Georgia limited liability company, SCGIV-NARROW BRIDGE, LLC, a Georgia limited liability company, SCGV-PRINCETON LANDINGS, LLC, a Georgia limited liability company, and SCGVI-WEST CHESTER, LLC, a Georgia limited liability company (individually or collectively, as the context may require, the “*SCG Portfolio II Borrower*”), to be secured by, among other things those certain Security Instruments (as defined in that certain Loan and Security Agreement, dated as of May 8, 2025, between SCG Portfolio II Borrower and Lender relating to the SCG Portfolio II Loan) (individually or collectively, as the context may require, as amended,

modified, supplemented, restated and renewed from time to time, the “*SCG Portfolio II Security Instrument*”); and

WHEREAS, Borrower and SCG Portfolio II Borrower are affiliates, and Lender has required, as a condition to the extension of the SCG Portfolio II Loan, that the Loan be cross-collateralized and cross-defaulted with the SCG Portfolio II Loan; and

WHEREAS, Grantor and Lender are willing to agree to the foregoing on the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), these presents, and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Capitalized Terms.** Capitalized terms not defined herein shall have the meaning ascribed thereto in the SCG Portfolio I Security Instrument and/or the SCG Portfolio II Security Instrument, as applicable.

2. **Continuing Security of Loan and SCG Portfolio II Loan.** The Loan and the SCG Portfolio II Loan are and are to remain secured by the SCG Portfolio I Security Instrument and the SCG Portfolio II Security Instrument, and each of such Loan and SCG Portfolio II Loan are and are to remain “*Indebtedness*” secured by the SCG Portfolio I Security Instrument and the SCG Portfolio II Security Instrument.

3. **Cross-Default and Cross-Collateralization.** As of the date hereof, the Loan shall be cross-collateralized and cross-defaulted with the SCG Portfolio II Loan, such that (a) any Default under either of the Loan and/or the SCG Portfolio II Loan shall constitute a Default under both the Loan and the SCG Portfolio II Loan, and (b) any Event of Default under either of the Loan and/or the SCG Portfolio II Loan shall constitute an Event of Default under both the Loan and the SCG Portfolio II Loan and shall, at the option of Lender, constitute an “Event of Default” under each of the SCG Portfolio I Security Instrument and the SCG Portfolio II Security Instrument, and under either (a) or (b) above entitling Lender to exercise any and all rights and/or remedies thereunder in the event of Default and/or Event of Default, as applicable.

4. **Amendments.** The definition of “*Indebtedness*” in the SCG Portfolio I Security Instrument is hereby amended to read:

(a) The debt evidenced by the Note;

(b) Any and all advances and disbursements now and hereafter made by Lender or any of its affiliates to or on behalf of Grantor under the terms of the Loan Agreement, as defined herein, regardless of the total amount of such advances and disbursements and regardless of whether such total amount of advances and disbursements should exceed the aggregate face amount of the Note; and

(c) Any and all additional advances made by Lender to protect or preserve the Premises or the security interest created hereby in the Premises, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Grantor's obligations hereunder or for any other purpose provided herein (whether or not the original Grantor remains the owner of the Premises at the time of such advances); and

(d) Any and all other obligations and indebtedness now or hereafter owing by Grantor to Lender under any rate swap, zero cost collar, or any other derivative contract or product ("**Swap Agreement**") entered into by and between Grantor and Lender or Grantor and any affiliate of Lender, with such obligations and indebtedness by their terms being secured hereby; and

(e) Any and all other obligations and indebtedness now or hereafter owing by Grantor to Lender, howsoever created and howsoever evidenced; and

(f) **That certain Twenty-Nine Million Seven Hundred Twenty-Seven Thousand and No/100 Dollars (\$29,727,000.00) loan by Lender to SCGV-DUE WEST, LLC, a Georgia limited liability company, SCGVI-STONEWOOD, LLC, a Georgia limited liability company, SCG-GAINESVILLE PLAZA, LLC, a Georgia limited liability company, SCG-NORTHPOINTE, LLC, a Georgia limited liability company, SCGIV-NARROW BRIDGE, LLC, a Georgia limited liability company, SCGV-PRINCETON LANDINGS, LLC, a Georgia limited liability company, and SCGVI-WEST CHESTER, LLC, a Georgia limited liability company (individually or collectively, as the context may require, the "*SCG Portfolio II Borrower*"), evidenced by, among other instruments, that certain Promissory Note dated as of May 8, 2025, made by SCG Portfolio II Borrower in favor of Lender.**

3. **Miscellaneous.** The SCG Portfolio I Security Instrument, as amended by this Amendment, is hereby ratified and reaffirmed. Except as specifically modified hereby, all of the terms, conditions and provisions of the SCG Portfolio I Security Instrument shall remain in full force and effect. In case of a conflict between the terms of the SCG Portfolio I Security Instrument and this Amendment, this Amendment shall control. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. This Amendment shall be governed by the laws of the State of Georgia. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the undersigned has executed and delivered this Amendment as of the date first above written.

"GRANTOR":

SCGX-CAPITAL COMMONS, LLC,  
a Georgia limited liability company

By: South Coast Commercial, LLC, a South  
Carolina limited liability company, its  
Manager

By: [Signature]  
John F. Morgan, Jr., Member

**Acknowledgement**

STATE OF GEORGIA       )  
  ) ss.:  
COUNTY OF FULTON     )

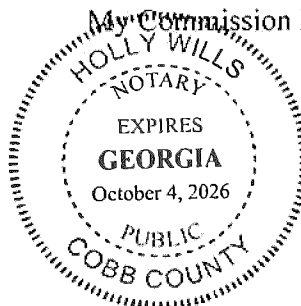
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John F. Morgan, Jr. in his capacity as a Member of South Coast Commercial, LLC, a South Carolina limited liability company, the Manager of SCGX-CAPITAL COMMONS, LLC, a Georgia limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and, being by me first duly sworn, declared and acknowledged to me under oath that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5<sup>th</sup> day of May, 2025.

[Signature]

Notary Public in and for Cobb Co., State  
of Georgia

My Commission Expires: Oct. 4, 2026



Title: Director – Commercial Lending

