For Registration
Fredrick Smith
Register of Deeds
Mecklenburg County, NC
Electronically Recorded
2026 Oct 20 01:19 PM RE Excise Tax: $ 0.00
Book: 40789 Page: 248 - 266 Fee: $ 42.00
Instrument Number: 2026111827

Fredrick Smith

Prepared by and return to:
Jeanne A. Pearson
Johnston, Allison & Hord, P.A.
1065 East Morehead Street
Charlotte, NC 28204

SECOND AMENDMENT TO
DECLARATION OF EASEMENTS, RESTRICTIONS AND PROTECTIVE COVENANTS FOR PINEVILLE DISTRIBUTION PARK
(Withdrawal of Lot 4; Reservation of Easement for Lot 2)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

THIS SECOND AMENDMENT TO DECLARATION OF EASEMENTS, RESTRICTIONS AND PROTECTIVE COVENANTS FOR PINEVILLE DISTRIBUTION PARK (this "Amendment") is executed effective as of the 20 day of October, 2026 (the "Effective Date"), by and between **LAKEMONT PROPERTY INVESTORS, LLC,** a North Carolina limited liability company ("Declarant"), **BERKSHIRE PARTNERS #20, LLC**, a North Carolina limited liability company ("Berkshire #20"), **BERKSHIRE PARTNERS, #26, LLC,** a North Carolina limited liability company ("Berkshire #26"), **LVPOSI 10203 PINEVILLE, LLC**, a Delaware limited liability company ("LVPOSI"), and **10230 PINEVILLE DISTRIBUTION STREET OWNER, LLC**, a Delaware limited liability company ("10230 PDS"; Declarant, Berkshire #20, Berkshire #26, LVPOSI and 10230 PDS are collectively referred to in this Amendment as "Owners"), with the consent of **SOUTHSTATE BANK, N.A.**, a national association formerly known as **SOUTH STATE BANK, NATIONAL ASSOCIATION** and **EQUITABLE FINANCIAL LIFE INSURANCE COMPANY** (collectively, "Lenders").

Submitted electronically by "Ruff, Bond, Cobb, Wade & Bethune, LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Mecklenburg County Register of Deeds.

WITNESSETH:

WHEREAS, Lakemont is the "Declarant" under that certain Declaration of Easements, Restrictions and Protective Covenants for Pineville Distribution Park (the "Initial Declaration") dated July 23, 2018 and recorded on July 24, 2018 in Book 32850, Page 835 in the Office of the Register of Deeds for Mecklenburg County, North Carolina ("Registry"), as amended by that certain Amendment to Declaration of Easements, Restrictions and Protective Covenants dated November 29, 2022 and recorded December 21, 2022 in Book 37842, Page 525 of the Registry (together with the Initial Declaration, the "Declaration"). All capitalized terms used but not defined in this Amendment shall have the meanings given those terms in the Declaration.

WHEREAS, the Declaration encumbers certain properties as described in the Declaration (the "Properties").

WHEREAS, Declarant desires to amend the Declaration to withdraw all of Lot 4 (including any Common Areas located on Lot 4 and the area identified as "Area Dedicated as Greenway" on the Plat (the "Greenway")) from the terms, covenants and conditions of the Declaration but reserving over, upon and through Lot 4 (including the Greenway) an easement for any existing utilities and storm water improvements that serve the remaining Properties subject to the Declaration, including but not limited to stormwater facilities on Lot 4 that tie storm water improvements on Lot 2 into the storm water detention facilities located on that certain common area identified on the Plat as "C.O.S. "B"".

WHEREAS, Declarant still owns that portion of the Properties identified as "Lot 4" ("Lot 4") on that certain plat recorded in Plat Book 65 at Page 794 of the Registry (the "Plat") which lot contains 23.1026 acres, more or less.

WHEREAS, the Declaration can be amended by an instrument signed by Owners with at least sixty-seven percent (67%) of the Total Votes and the prior written approval of Declarant as long as Declarant owns any portion of the Properties.

WHEREAS, the undersigned hold at least sixty-seven percent (67%) of the Total Votes.

WHEREAS, the Plat also identifies a portion of Lot 4 as Open Space and pursuant to Section 5 of Article I of the Declaration, Declarant has the unilateral right to alter or amend any plats of the Properties to withdraw or remove any Common Areas.

NOW, THEREFORE, pursuant to the provisions of the aforesaid Declaration, the Declarant, Berkshire #20, Berkshire #26, and 10230 PDS and LVPOSI hereby amend the Declaration as follows:

1. The foregoing recitals are hereby incorporated into and made a part of this Amendment as though fully set forth herein. Capitalized terms used in this Amendment and not defined in it shall have the meaning ascribed to it in the Declaration.

2. Subject to the Reserved Easement (as hereafter defined), the Declaration is hereby amended as follows: (a) Lot 4 (including but not limited to the Greenway) is removed

from the legal description of the Land in Exhibit A, (b) the Site Plan is hereby revised to remove Lot 4 (including the Greenway); and (c) the definition of "Common Area" and any related plats are hereby revised to remove any Common Area designations from Lot 4, such that the effect is that the Declaration is no longer an encumbrance upon Lot 4 (or the Greenway), the owner of Lot 4 (and Greenway) shall not be an "Owner" under the Declaration entitled to any of the benefits or rights of an Owner nor obligated to perform any of the obligations of an Owner under the Declaration.

3. There is hereby reserved over, upon and through Lot 4 (including the Greenway) a permanent, non-exclusive easement (the "Reserved Easement") for the use, maintenance, repair and/or replacement of all lines, pipes, clean outs, rip rap, manholes, storm water grates and related utility and storm water facilities now existing (and as may hereafter be replaced, or reasonably modified or expanded) on Lot 4 (and/or the Greenway) (collectively, the "Utilities Facilities") to the extent the Utilities Facilities provide utility and storm water services to the Lots, Common Areas and Pineville Distribution Street including but not limited to those certain Utilities Facilities that direct and drain storm water from Lot 2 into the detention pond located on the Common Area designated as C.O.S. "B" on the Plat. The Reserved Easement is for the benefit of the Owners of the Land and their respective successors, assigns, contractors, agents, tenants and utility providers (collectively, the "Benefitted Parties"). The Reserved Easement includes the right for the Benefitted Parties to enter Lot 4 (and the Greenway) to access the Utilities Facilities to perform inspections, repairs, maintenance and replacement as needed; provided, however, the Benefitted Parties will repair any and all damage caused to Lot 4 (and/or the Greenway) in connection with the exercise of their rights under this paragraph and shall be obligated to maintain the liability insurance required under Article VI, Section 5 of the Declaration prior to exercising its rights under this paragraph to enter Lot 4. The owner of Lot 4, and its successors, assigns, tenants, licensees, invitees, contractors and agents, shall not interfere with, obstruct, damage or impair the Utilities Facilities or the exercise of the rights granted under the Reserved Easement. The Reserved Easement shall run with the land and shall be binding upon and inure to the benefit of the owner of Lot 4 and its successors and assigns in title to Lot 4.

4. Upon recording of this Amendment and the conveyance of Lot 4, Declarant will no longer own any portion of the Properties. Accordingly, the parties acknowledge that, effective upon such recording and conveyance: (a) all Class B Lots (as defined in Article III, Section 2(b) of the Declaration) shall cease to exist; (b) Declarant's rights to appoint or remove members of the Board of Directors and officers of the Association pursuant to Article III, Section 4 of the Declaration are surrendered; (c) Declarant's right to appoint the Architectural Design Committee pursuant to Article VII, Section 5 of the Declaration shall terminate, and such authority shall vest in the Association; (d) Declarant's right to approve rezoning applications under Article IX, Section 4 of the Declaration is surrendered; and (e) all other rights, powers, and privileges of Declarant conditioned upon ownership of any portion of the Properties or the existence of Class B Lots shall terminate.

5. Except as modified herein, the Declaration and all provisions therein remain in full force and effect.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the Declarant has executed this Amendment effective as of the day and year first above written.

LAKEMONT PROPERTY INVESTORS, LLC,
a North Carolina limited liability company

By: _____
Name: Bailey W. Patrick
Title: Co-Manager

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, M. Lavern Lindberg, a Notary Public of the State of North Carolina, County of Stanly, certify that Bailey W. Patrick, the Co-Manager of Lakemont Property Investors, LLC, a North Carolina limited liability company, who is X personally known to me or _____I have seen satisfactory evidence of his identity, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and notarial seal, this the 16th day of October, 2026.

_____
Notary Public
Print Name: M. Lavern Lindberg

My Commission Expires:

December 20, 2027

M LAVERN LINDBERG
NOTARY PUBLIC
Stanly County, North Carolina

IN WITNESS WHEREOF, Berkshire #20 has executed this Amendment effective as of the day and year first above written.

BERKSHIRE PARTNERS #20, LLC,
a North Carolina limited liability company

By: _____
David H. Nance, Manager

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Judith A Robinson, a Notary Public of the State of NC, County of Mecklenburg, certify that David H. Nance, the Manager of Berkshire Partners #20, LLC, a North Carolina limited liability company, who is ✓ personally known to me or _____ I have seen satisfactory evidence of his identity, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and notarial seal, this the 15th day of September, 2026.

_____
Notary Public
Print Name: Judith A Robinson

My Commission Expires:
October 25, 2027

JUDITH A ROBINSON
My Commission Expires
NOTARY PUBLIC
October 25, 2027
MECKLENBURG COUNTY, NC

IN WITNESS WHEREOF, Berkshire #26 has executed this Amendment effective as of the day and year first above written.

BERKSHIRE PARTNERS #26, LLC,
a North Carolina limited liability company

By: David H. Nance
Name: DAVID H. NANCE
Title: Managing Member

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Judith A Robinson, a Notary Public of the State of NC, County of Mecklenburg, certify that David H. Nance, the Manager of Berkshire Partners #26, LLC, a North Carolina limited liability company, who is X personally known to me or _____I have seen satisfactory evidence of his identity, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and notarial seal, this the 15th day of September, 2026.

Judith A Robinson
Notary Public
Print Name: Judith A Robinson

My Commission Expires:
October 25, 2027

JUDITH A ROBINSON
My Commission Expires
NOTARY PUBLIC
October 25, 2027
MECKLENBURG COUNTY, NC

IN WITNESS WHEREOF, 10230 PDS has executed this Amendment effective as of the day and year first above written.

10230 PINEVILLE DISTRIBUTION STREET OWNER, LLC,
a Delaware limited liability company

By: _____
Name: Richard Debo
Title: Authorized signatory

STATE OF Maryland
COUNTY OF Montgomery

I, Aimee Rivera, a Notary Public of the State of Maryland, County of Montgomery, certify that Richard Debo, the Authorized Signatory of 10230 Pineville Distribution Street Owner, LLC, a Delaware limited liability company, who is ✓ personally known to me or _____ I have seen satisfactory evidence of his identity, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and notarial seal, this the 18 day of October, 2026.

Aimee Rivera
Notary Public
Print Name: Aimee Rivera

My Commission Expires:
Oct. 23, 2026

AIMEE RIVERA
Notary Public - Maryland
Montgomery County
My Commission Expires on
October 23, 2026

Attachment

CONSENT AND SUBORDINATION OF LENDER AND TRUSTEE WITH RESPECT TO SECOND AMENDMENT TO DECLARATION OF EASEMENTS, RESTRICTIONS, AND PROTECTIVE COVENANTS FOR PINEVILLE DISTRIBUTION PARK

This Consent and Subordination of Lender and Trustee ("Consent and Subordination") is made and entered into this 8TH day of OCTOBER, 2026 by **SOUTHSTATE BANK, N.A.**, a national association formerly known as SOUTH STATE BANK, NATIONAL ASSOCIATION ("Lender") and SSB REALTY, INC. ("Trustee") and may be recorded separately or attached to the Second Amendment to Declaration of Easements, Restrictions and Protective Covenants for Pineville Distribution Park.

A. WHEREAS, Lender made a loan (the "Loan") to Berkshire Partners #20, LLC, which Loan is secured in part by the following Deed of Trust (the "Deed of Trust"):

Grantor:	Berkshire Partners #20, LLC
Lender:	SouthState Bank, N.A.
Trustee:	SSB Realty, Inc.
Date:	November 7, 2019
Recorded:	November 7, 2019 in Book 34020 beginning at Page 380 in the Office of the Mecklenburg County Register of Deeds

B. WHEREAS, Grantor has or contemporaneously herewith will enter into that certain Second Amendment to Declaration of Easements, Restrictions and Protective Covenants for Pineville Distribution Park (the "Amendment") which has been or herewith will be recorded in the Office of the Register of Deeds for Mecklenburg County, North Carolina (the "Registry") which amends that certain existing Declaration of Easements, Restrictions and Protective Covenants for Pineville Distribution Park which is dated July 23, 2018 and recorded on July 24, 2018 in Book 32850, Page 835 of the Registry, as amended by that certain Amendment to Declaration of Easements, Restrictions and Protective Covenants dated November 29, 2022 and recorded December 21, 2022 in Book 37842, Page 525 of the Registry (collectively, the "Declaration");

C. WHEREAS, the property that is encumbered by the Deed of Trust is subject to the Declaration; and

D. WHEREAS, Grantor has requested that Lender and Trustee consent to the Amendment and subordinate the lien of the Deed of Trust to the Declaration, as amended by the Amendment.

NOW, THEREFORE, for the sum of $10.00 paid by Grantor to Lender, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lender and Trustee do hereby consent to the recordation of the Amendment and the terms and provisions thereof, and they do hereby further consent and agree that from and after this date, the provisions of the Declaration, as amended by the Amendment, shall be superior to the rights

created in the Deed of Trust, such that in the event of a foreclosure of the Deed of Trust or acquisition by Lender of the property described in the Deed of Trust, by deed in lieu of foreclosure, such foreclosure or acquisition shall not result in a termination of the Declaration or the rights, easements and obligations created thereby.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, the Lender has executed this Consent and Subordination effective as of the day and year first above written.

SOUTHSTATE BANK, N.A., a national association formerly known as **SOUTH STATE BANK, NATIONAL ASSOCIATION,**

By: _____
Name: CHARLES LYLE
Title: SVP

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Ryan M. Wakefield, a Notary Public of the State of North Carolina, County of Mecklenburg, certify that Charles Lyle, the SVP of **SOUTHSTATE BANK, N.A.**, a national association formerly known as South State Bank, National Association, who is X personally known to me or _____ I have seen satisfactory evidence of his/her identity, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the bank.

.

Witness my hand and notarial seal, this the 8th day of October, 2026.

_____
Notary Public
Print Name: Ryan M. Wakefield

My Commission Expires:
Sept. 25, 2029

RYAN M. WAKEFIELD
NOTARY PUBLIC
MECKLENBURG CO., NORTH CAROLINA

31940.5000
PPAB 14429263v2

IN WITNESS WHEREOF, the Trustee has executed this Consent and Subordination effective as of the day and year first above written.

SSB REALTY, INC.,

By: _____
Name: CHARLES LYLE
Title: SVP

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Ryan M. Wakefield, a Notary Public of the State of North Carolina, County of Mecklenburg, certify that Charles Lyle, the SVP of SSB REALTY, Inc., who is X personally known to me or _____ I have seen satisfactory evidence of his/her identity, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the corporation.

Witness my hand and notarial seal, this the 8th day of October, 2026.

_____
Notary Public
Print Name: Ryan M. Wakefield

My Commission Expires:
Sept 25, 2029

RYAN M. WAKEFIELD
NOTARY PUBLIC
MECKLENBURG CO., NORTH CAROLINA

Attachment

CONSENT AND SUBORDINATION OF
LENDER AND TRUSTEE WITH RESPECT TO
SECOND AMENDMENT TO DECLARATION OF EASEMENTS, RESTRICTIONS, AND
PROTECTIVE COVENANTS
FOR PINEVILLE DISTRIBUTION PARK

This Consent and Subordination of Lender and Trustee ("Consent and Subordination") is made and entered into this 8TH day of OCTOBER, 2026 by **SOUTHSTATE BANK, N.A.**, a national association formerly known as SOUTH STATE BANK, NATIONAL ASSOCIATION ("Lender") and SSB REALTY, INC. ("Trustee") and may be recorded separately or attached to the Second Amendment to Declaration of Easements, Restrictions and Protective Covenants for Pineville Distribution Park.

A. WHEREAS, Lender made a loan (the "Loan") to Berkshire Partners #26, LLC, which Loan is secured in part by the following Deed of Trust (the "Deed of Trust"):

Grantor:	Berkshire Partners #26, LLC
Lender:	SouthState Bank, N.A.
Trustee:	SSB Realty, Inc.
Date:	February 14, 2022
Recorded:	February 14, 2022 in Book 37061 beginning at Page 116 in the Office of the Mecklenburg County Register of Deeds

B. WHEREAS, Grantor has or contemporaneously herewith will enter into that certain Second Amendment to Declaration of Easements, Restrictions and Protective Covenants for Pineville Distribution Park (the "Amendment") which has been or herewith will be recorded in the Office of the Register of Deeds for Mecklenburg County, North Carolina (the "Registry") which amends that certain existing Declaration of Easements, Restrictions and Protective Covenants for Pineville Distribution Park which is dated July 23, 2018 and recorded on July 24, 2018 in Book 32850, Page 835 of the Registry, as amended by that certain Amendment to Declaration of Easements, Restrictions and Protective Covenants dated November 29, 2022 and recorded December 21, 2022 in Book 37842, Page 525 of the Registry (collectively, the "Declaration");

C. WHEREAS, the property that is encumbered by the Deed of Trust is subject to the Declaration; and

D. WHEREAS, Grantor has requested that Lender and Trustee consent to the Amendment and subordinate the lien of the Deed of Trust to the Declaration, as amended by the Amendment.

NOW, THEREFORE, for the sum of $10.00 paid by Grantor to Lender, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lender and Trustee do hereby consent to the recordation of the Amendment and the terms and provisions thereof, and they do hereby further consent and agree that from and after this date, the provisions of the Declaration, as amended by the Amendment, shall be superior to the rights

created in the Deed of Trust, such that in the event of a foreclosure of the Deed of Trust or acquisition by Lender of the property described in the Deed of Trust, by deed in lieu of foreclosure, such foreclosure or acquisition shall not result in a termination of the Declaration or the rights, easements and obligations created thereby.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, the Lender has executed this Consent and Subordination effective as of the day and year first above written.

SOUTHSTATE BANK, N.A., a national association formerly known as **SOUTH STATE BANK, NATIONAL ASSOCIATION,**

By: _____
Name: CHARLES LYLE
Title: SVP

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Ryan M. Wakefield, a Notary Public of the State of North Carolina, County of Mecklenburg, certify that Charles Lyle, the SVP of **SOUTHSTATE BANK, N.A.**, a national association formerly known as South State Bank, National Association, who is X personally known to me or _____ I have seen satisfactory evidence of his/her identity, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the bank.

.

Witness my hand and notarial seal, this the 8th day of October, 2026.

_____
Notary Public
Print Name: Ryan M. Wakefield

My Commission Expires:
Sept. 25, 2029

RYAN M. WAKEFIELD
NOTARY PUBLIC
MECKLENBURG CO., NORTH CAROLINA

31940.5000
PPAB 14429263v2

IN WITNESS WHEREOF, the Trustee has executed this Consent and Subordination effective as of the day and year first above written.

SSB REALTY, INC.,

By: _____
Name: CHARLES LYLE
Title: SVP

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Ryan M Wakefield, a Notary Public of the State of North Carolina, County of Mecklenburg, certify that Charles Lyle, the SVP of SSB REALTY, Inc., who is X personally known to me or _____ I have seen satisfactory evidence of his/her identity, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the corporation.

Witness my hand and notarial seal, this the 8th day of October, 2026.

_____
Notary Public
Print Name: Ryan M. Wakefield

My Commission Expires:
Sept. 25, 2029

RYAN M. WAKEFIELD
NOTARY PUBLIC
MECKLENBURG CO., NORTH CAROLINA

Attachment

CONSENT AND SUBORDINATION OF
LENDER AND TRUSTEE WITH RESPECT TO
SECOND AMENDMENT TO DECLARATION OF EASEMENTS, RESTRICTIONS, AND
PROTECTIVE COVENANTS
FOR PINEVILLE DISTRIBUTION PARK

This Consent and Subordination of Lender and Trustee ("Consent and Subordination") is made and entered into this 19 day of October, 2026 by EQUITABLE FINANCIAL LIFE INSURANCE COMPANY ("Lender") may be recorded separately or attached to the Second Amendment to Declaration of Easements, Restrictions and Protective Covenants for Pineville Distribution Park.

A. WHEREAS, Lender made a loan (the "Loan") to 10230 Pineville Distribution Street Owner, LLC, which Loan is secured in part by the following Deed of Trust (the "Deed of Trust"):

Grantor:	10230 Pineville Distribution Street Owner, LLC
Lender:	Equitable Financial Life Insurance Company
Trustee:	Chicago Title Insurance Company
Date:	August 14, 2025
Recorded:	August 15, 2025 in Book 39792 beginning at Page 521 in the Office of the Mecklenburg County Register of Deeds

B. WHEREAS, Grantor has or contemporaneously herewith will enter into that certain Second Amendment to Declaration of Easements, Restrictions and Protective Covenants for Pineville Distribution Park (the "Amendment") which has been or herewith will be recorded in the Office of the Register of Deeds for Mecklenburg County, North Carolina (the "Registry") which amends that certain existing Declaration of Easements, Restrictions and Protective Covenants for Pineville Distribution Park which is dated July 23, 2018 and recorded on July 24, 2018 in Book 32850, Page 835 of the Registry, as amended by that certain Amendment to Declaration of Easements, Restrictions and Protective Covenants dated November 29, 2022 and recorded December 21, 2022 in Book 37842, Page 525 of the Registry (collectively, the "Declaration");

C. WHEREAS, the property that is encumbered by the Deed of Trust is subject to the Declaration; and

D. WHEREAS, Grantor has requested that Lender consent to the Amendment and subordinate the lien of the Deed of Trust to the Declaration, as amended by the Amendment.

NOW, THEREFORE, for the sum of $10.00 paid by Grantor to Lender, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lender and Trustee do hereby consent to the recordation of the Amendment and the terms and provisions thereof, and they do hereby further consent and agree that from and after this date, the provisions of the Declaration, as amended by the Amendment, shall be superior to the rights created in the Deed of Trust, such that in the event of a foreclosure of the Deed of Trust or acquisi-

tion by Lender of the property described in the Deed of Trust, by deed in lieu of foreclosure, such foreclosure or acquisition shall not result in a termination of the Declaration or the rights, easements and obligations created thereby.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, the Lender has executed this Consent and Subordination effective as of the day and year first above written.

EQUITABLE FINANCIAL LIFE INSURANCE COMPANY

By: _____

Name: Peter Gordon

Title: Authorized Signatory

STATE OF NEW YORK
COUNTY OF NEW YORK

I, MICHELLE C. TERRIO, a Notary Public of the State of NEW YORK, County of NEW YORK, certify that PETER GORDON, the AUTHORIZED SIGNATORY of Equitable Financial Life Insurance Company, who is X personally known to me or _____ I have seen satisfactory evidence of his/her identity, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the bank.

.

Witness my hand and notarial seal, this the 19th day of OCTOBER, 2026.

Michelle C. Terrio

Notary Public

Print Name: MICHELLE C. TERRIO

My Commission Expires:
6/23/2030

MICHELLE C. TERRIO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01TE6306681
Qualified in Westchester County
Commission Expires June 23, 2030