## STREUSAND | LANDON | OZBURN | LEMMON LLP

Anh Nguyen 512.236.9905 nguyen@slollp.com

May 27, 2020

WC Alamo Industrial Center LP a Texas limited partnership 401 Congress Avenue, 33<sup>rd</sup> Floor Austin, Texas 78701 Via Certified Mail No. 70172680000031894596 Return Receipt Requested and Regular U.S. Mail

WC Alamo Industrial Center LP Natin Paul 814 Lavaca Street Austin, Texas 78701 Via Certified Mail No. 70172680000031894602 Return Receipt Requested and Regular U.S. Mail

## RE: NOTICE OF DEFAULT AND DEMAND FOR PAYMENT

Real Estate Lien Note dated May 10, 2018, executed by WC Alamo Industrial Center LP, a Texas limited partnership ("Borrower") in the original principal amount of \$2,730,000.00 payable to Amplify Credit Union ("Lender") (the "Note") pursuant to that certain Loan Agreement dated May 10, 2018 (the "Loan Agreement"); secured by that certain Deed of Trust (with Security Agreement) executed by Borrower in favor of Lender, and related UCC-1 Filing, and recorded in the Official Public Records of Bexar County, Texas Doc. No. 20180090843 (the "Deed of Trust"); and the Guaranties of Natin Paul, and WC Alamo Industrial Center GP LLC (the "Guaranties") (the Note, Loan Agreement, Deed of Trust, UCC-1, and Guaranties, collectively the "Loan Documents").

 Unpaid Principal Balance:
 \$2,632,363.34

 Accrued Interest Thru 05/21/20:
 \$ 20,308.60

 Late Fees:
 \$ 840.68

 Escrow Due:
 \$ 13,814.46

To Whom it May Concern:

On behalf of Amplify Credit Union ("<u>Lender</u>" or "<u>Amplify</u>"), this letter is to notify you that Borrower is in default under the terms of the Loan Documents identified above evidencing

Spyglass Point | 1801 S. Mopac Expressway, Suite 320 | Austin, Texas 78746

May 27, 2020 Page 2

Borrower's indebtedness to Amplify (the "Loan"). Specifically, Borrower has failed to make the May 2020 payment on the Loan. Thus, the following amounts are currently due and owing:

 May 2020 Payment:
 \$16,813.57

 Escrow Due:
 \$13,814.46

 Late Fees:
 \$ 840.68

 TOTAL DUE:
 \$31,468.71

Amplify hereby demands the past-due amount stated above be paid and that the Loan be brought completely current within ten (10) days of receipt of this letter.

If you have any questions regarding these amounts, you may contact Shirley P. Sheffield with Amplify during normal business hours at (512) 519-5487.

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Pursuant to the Loan Documents, failure to cure this payment default within 10 days shall be an Event of Default upon which Amplify may exercise all remedies afforded it in the Loan Documents. Specifically, and without waiving any of Lender's rights or remedies, if Borrower does not pay the amounts set forth above within 10 days of receipt of this notice, Amplify will accelerate the Note and declare the principal of, and all interest then accrued, immediately due and payable without notice, presentment, demand, protest, notice of intention to accelerate, or other notice of any kind, all of which Borrower expressly waived. Upon acceleration, interest shall begin to accrue on the outstanding principal balance at a rate of 18%. Furthermore, Lender will then take all legal action as it may deem appropriate to collect the full amount of the Loan. Such action could include, but is not necessarily limited to, lawsuits against Borrower and Guarantors and/or foreclosure upon and repossession of real and personal property securing the Loan.

By copy of this letter, Lender is notifying Natin Paul and WC Alamo Industrial Center GP LLC, the Guarantors of the Loan, of the status of the Loan and hereby demanding payment from them of the amounts set forth above.

Additionally, pursuant to the Loan Documents and Guaranties, Amplify hereby demands that Borrower and Guarantors promptly furnish to Lender additional financial or other information concerning assets, rent rolls, liabilities, business operations, financial condition and transactions of Borrower and Guarantors.

Moreover, Borrower and Guarantors will remain liable for any additional (1) interest, default interest, late charges, and other sums due under the Loan Documents, (2) all other monies agreed or provided to be paid by Borrowers under the Loan Documents, (3) all sums advanced pursuant to the Loan Documents to protect and preserve the secured property, and (4) all sums

May 27, 2020 Page 3

advanced and costs and expenses incurred by Lender in connection with the Loan (5) including all reasonable attorney fees, as permitted under the Loan Documents and/or applicable law.

In setting forth the above-referenced defaults by you, Amplify is not waiving or foregoing any other events of default, which may now or hereafter exist. Amplify expressly reserves any and all rights it might have arising out of any other existing defaults or defaults occurring hereafter under the terms of the Loan Documents. Nothing contained herein shall constitute an election of remedies or waiver or limitation of Amplify's rights, including the right to take any action with respect to any collateral securing Borrowers' liabilities to Amplify, as may be permitted by the Loan Documents and/or applicable law.

Should you have any questions or wish to discuss this matter further, please contact me.

Sincerely

Anh Nguyen

CC:

Natin Paul, Guarantor 401 Congress Avenue, 33<sup>rd</sup> Floor Austin, Texas 78701

WC Alamo Industrial Center GP LLC 401 Congress Avenue, 33<sup>rd</sup> Floor Austin, Texas 78701

Via Certified Mail No. 70172680000031894619 Return Receipt Requested and Regular U.S. Mail

Via Certified Mail No. 701726800000031894626 Return Receipt Requested and Regular U.S. Mail