

## LOAN SALE AGREEMENT

THIS LOAN SALE AGREEMENT (this "*Agreement*"), dated as of September 9, 2020, (the "*Effective Date*") is between **Spring Custer LLC**, a limited liability company organized under the laws of the State of Texas, (the "*Buyer*"), having an office at 500 W 2nd St., Suite 1900, Austin, Texas 78701-4687 and **Amplify Credit Union** ("*Seller*"), having an office at 3600 W Parmer Ln #200, Austin, Texas 78727.

### RECITALS

WHEREAS, Seller made the loan listed on Exhibit A (the "*Loan*") to the Borrower listed on Exhibit A, (the "*Borrower*") evidenced and/or secured by the loan documents listed on Exhibit A (collectively, the "*Loan Documents*");

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller's right, title, and interest in and to the Loan.

WHEREAS, Seller desires to sell, transfer, assign, and convey to Buyer Seller's entire and whole interest, including all justiciable interest and any and all other rights and title that it currently has or hereafter may acquire in the Guarantor Lawsuits, together with any appeal thereof or other proceeding related thereto.

NOW, THEREFORE, IN CONSIDERATION of the premises and of the mutual representations, warranties, and covenants which are made and to be performed by the respective parties, it is agreed as follows:

### ARTICLE I DEFINITIONS

1.1 **Definitions.** The following capitalized terms shall have the meanings ascribed to such terms in this Section 1.1 for all purposes of this Agreement:

"*Agreement*" shall have the meaning assigned in the preamble of this Agreement.  
"*Borrower*" shall have the meaning assigned in the first Recital of this Agreement.

"*Borrower's Notice*" shall mean the notice to the Borrower by Seller that Seller has sold the Note, Loan and Loan Rights to Buyer.

"*Business Day*" shall mean any day other than Saturday, Sunday and any holiday on which Amplify Credit Union in Austin, Texas is closed.

"*Buyer*" shall have the meaning assigned in the preamble of this Agreement.

"*Guarantor*" shall mean Natin Paul, World Class Holdings, LLC, and WC Custer Creek Center Mezz, LLC.

Amplify Credit Union  
Loan Sale Agreement  
September 9, 2020

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Spring Custer LLC  
WC Custer Creek Center Property, LLC  
EXECUTION COPY



“*Closing*” shall have the meaning assigned in Section 8.1 of this Agreement.

“*Closing Date*” shall have the meaning assigned in Section 8.1 of this Agreement.

“*Effective Date*” shall have the meaning assigned in the preamble of this Agreement.

“*Tenant Account*” shall mean funds paid to Seller from the tenant(s) occupying the Mortgaged Property for the purpose of applying such funds toward any purposes permitted under the terms of the Loan Documents or the tenant leases as set forth in **Exhibit F**.

“*Guaranties*” shall have the meaning assigned in Section 2.1(e) of this Agreement.

“*Guarantor Lawsuit*” shall mean Seller’s entire and whole interest, including all justiciable interest and any and all other rights and title in and to the legal proceedings set forth in **Exhibit E**.

“*Liability*” shall have the meaning assigned in Section 5.1 of this Agreement.

“*Loan Documents*” shall have the meaning assigned in the first recital of this Agreement.

“*Loan Rights*” shall mean all of Seller’s right, title and interests in and to the Loan Documents including all of Seller’s rights to principal, unpaid interest and fees now or hereafter due thereunder. Loan Rights shall not include any and all sums in any pledged accounts from Borrower to Seller which Seller has previously offset for the benefit of Seller pursuant to the Loan Documents, and/or any and all documents subject to attorney-client privilege.

“*Loan*” shall have the meaning assigned in the first Recital of this Agreement.

“*Mortgaged Property*” means the land, fixtures and improvements securing the Loan sold to Buyer under the terms and conditions of this Agreement.

“*Note*” shall have the meaning assigned in Section 8.2(a) of this Agreement.

“*Person*” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof).

“*Purchase Price*” shall have the meaning assigned in Section 2.1(b) of this Agreement.

“*Rents Collected*” shall mean any and all rent payments paid to Seller from the tenants pursuant to the Loan Documents as set forth in **Exhibit F**.

“*Seller*” shall have the meaning assigned in the preamble of this Agreement.

“*Seller Parties*” shall mean Seller and its officers, directors, partners, employees, investors, shareholders, participants, and affiliates, attorneys and agents of each of the foregoing.

1.2 **Rules of Interpretation.** Singular terms shall include the plural, and vice versa, unless the context otherwise requires. Exhibits referenced in this Agreement are deemed to be incorporated herein by reference. The term “including” shall mean “including without limitation.”

## ARTICLE II PURCHASE AND SALE OF LOAN

### 2.1 **Purchase and Sale of Loan; Assumption of Obligations.**

(a) **Purchase, Sale, and Transfer.** Seller agrees to assign, transfer and convey to Buyer all of Seller’s right, title, and interest in and to the Loan Rights, and Buyer agrees to purchase the Loan Rights from Seller. The conveyance shall be made pursuant to documents substantially in the form of the assignment documents annexed hereto as **Exhibit B** and **Exhibit C**. Upon Closing, Buyer shall assume all of Seller’s liabilities and obligations of every nature whatsoever with respect to the Loan and the Loan Documents existing as of the Closing Date, including such duties and obligations which have been, or should have been, fulfilled or completed by Seller as of the Closing Date as well as such duties and which remain executory.

(b) **Purchase Price.** Buyer shall pay to Seller the amount of SIX MILLION THREE HUNDRED SEVENTY-FIVE THOUSAND FOUR HUNDRED FORTY-SIX AND 83/100 DOLLARS (\$6,375,446.83) (the “***Purchase Price***”) for the Loan Rights, in accordance with the requirements of Article VIII of this Agreement.

(c) **Closing Costs.** In addition to the Purchase Price, Buyer shall pay to Seller all outstanding legal fees of STREUSAND, LANDON, OZBURN & LEMMON, LLP and all other charges as set forth on the Settlement Statement attached as **Exhibit F**.

(d) **No Recourse.** **THE CONVEYANCE OF THE LOAN RIGHTS IS MADE BY SELLER TO BUYER WITHOUT RECOURSE AND, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 3.1 OF THIS AGREEMENT, WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN. WITHOUT LIMITING THE PRECEDING SENTENCE, SELLER SHALL NOT BE LIABLE TO BUYER, OR BUYER’S SUCCESSORS, SUCCESSORS-IN-TITLE, LEGAL REPRESENTATIVES, OR ASSIGNS, SHOULD BORROWER FAIL TO PERFORM ANY OF BORROWER’S OBLIGATIONS UNDER THE LOAN DOCUMENTS OR OTHERWISE. AS OF THE EFFECTIVE DATE, ONE OR MORE DEFAULTS AND/OR EVENTS OF DEFAULT BY BORROWER HAVE OCCURRED AND ARE CONTINUING UNDER THE LOAN DOCUMENTS. BUYER IS PURCHASING THE LOAN RIGHTS (I) SUBJECT TO ALL DEFAULTS AND EVENTS OF DEFAULT THAT HAVE OCCURRED AND WHICH WILL EXIST AS OF THE CLOSING**

DATE, AND (II) WITH THE LOAN DOCUMENTS IN THEIR “AS IS” AND “WITH ALL FAULTS, DEFAULTS AND EVENTS OF DEFAULT” CONDITION. UPON THE CLOSING, SELLER SHALL HAVE NO FURTHER RESPONSIBILITY OR LIABILITY FOR THE LOAN AND ALL RISK OF LOSS OR DAMAGE WITH RESPECT TO THE LOAN AND THE LOAN DOCUMENTS SHALL BE ASSUMED AND BORNE BY BUYER.

(e) Conveyance of Guaranties. The only guaranties of the Loan that are being conveyed to Buyer are those listed on Exhibit A (the “*Guaranties*”).

(f) Interim Payments. From the Effective Date, until Closing, any payments of principal in respect of the Loan that are received by Seller shall, at Seller’s option, be delivered to Buyer or (ii) retained by Seller and credited against the Purchase Price. Payments of interest on the Loan received by Seller on or before the Closing Date shall be prorated, with Seller being entitled to payment of all interest accrued through the day immediately preceding the Closing Date.

(g) Escrow Payments by Borrower. If Seller has collected and escrowed funds for the payment of real estate taxes, hazard insurance premiums, private mortgage insurance premiums or any other purpose authorized or required by the Loan Documents, all such funds in the possession of Seller on the Closing Date that have not been applied by Seller to any obligations or expenses shall be credited against the Purchase Price. Such credit shall be deemed to be a transfer of the escrow funds by Seller to Buyer, and Buyer shall assume and be solely responsible for all obligations as escrow agent for such funds on and after the Closing Date. As of the Effective Date, Seller is holding the Escrow Accounts as identified on Exhibit F.

(h) Title Insurance. Seller shall assign to Buyer all of Seller’s right, title, and interest in and to any title insurance policy for the Mortgaged Property, if any, including any and all endorsements, if any; provided, however, Seller shall not be responsible for obtaining any endorsement to any such title insurance policy or any other evidence of the title company’s recognition or acceptance of, or waiver of any defenses to coverage in connection with, Seller’s assignment thereof to Buyer.

### ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 Seller Representations and Warranties. Seller represents and warrants to Buyer as follows:

(a) Seller is the owner of the Loan Rights, and Seller has the right as of the Closing Date to assign the Loan Rights to Buyer. Seller has actual possession of the original Note evidencing the Loan. Seller is, and as of the Closing Date will be, the sole legal and beneficial owner and holder of the Loan and of the Loan Rights. Seller has not assigned or otherwise transferred to any third party any rights with respect to the Loan

or any rights to the indebtedness represented by the Loan Documents or any rights to the collateral securing the Loan.

(b) Attached hereto as **Exhibit A** is the Loan Document Summary that includes Seller's representation of the unpaid principal balance due Seller by Borrower for the Loan as of the Effective Date.

(c) The documents provided to Buyer as part of **Exhibit A** are the original documents and/or a true and correct copy of the originals, as each may have been amended or modified in writing as of the date hereof.

(d) Seller has full power and authority and has taken all action necessary to authorize it to enter into and perform its obligations under this Agreement and all other documents or instruments contemplated hereby. This Agreement has been duly authorized, executed and delivered by Seller, constitutes the legal, valid and binding obligation of Seller, and is enforceable against Seller in accordance with its terms. The execution, delivery and performance of this Agreement by Seller does not conflict with the organizational documents of Seller, or with any law, statute or regulation applicable to Seller, or any mortgage, indenture or other contract or agreement to which Seller is a party. As of the Effective Date, no litigation exists against Seller that would have a material adverse effect on the ability of Seller to consummate the transactions contemplated by this Agreement.

(e) To the extent that the Loan involves other participants, Seller represents that it has the authority and power to complete the sale and transaction subject to the Agreement on behalf of any and all participants.

(f) Seller has not dealt with any broker, investment banker, agent or other Person, who may be entitled to any commission, compensation, or other payment in connection with the sale of the Loan Rights.

3.2 **Buyer Representations and Warranties.** Buyer represents and warrants to Seller, as of the Effective Date and as of the Closing Date, as follows:

(a) Buyer has full power and authority and has taken all action necessary to authorize it to enter into and perform its obligations under this Agreement and all other documents or instruments contemplated hereby. This Agreement has been duly authorized, executed and delivered by Buyer, constitutes the legal, valid and binding obligation of Buyer, and is enforceable against Buyer in accordance with its terms. The execution, delivery and performance of this Agreement by Buyer does not conflict with the organizational documents of Buyer, or with any law, statute or regulation applicable to Buyer, or any mortgage, indenture or other contract or agreement to which Buyer is a party. No litigation exists against Buyer that would have a material adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement;

(b) Buyer is a sophisticated investor having such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks relating to its purchase of the Loan Rights;

(c) Buyer has been provided with information satisfactory to Buyer regarding the Loan Rights which it has requested, including, without limitation, the Loan Documents. The decision of Buyer to purchase the Loan Rights is and was based upon Buyer's independent evaluation of all such information and materials. Buyer acknowledges that prior to the Closing Date, it shall have conducted sufficient due diligence, with access to expert technical and legal advice, to enable Buyer to evaluate the merits and risks of acquiring and assuming the Loan Rights. Buyer has relied and shall rely solely on its own investigation and other than Seller's representations and warranties in Section 3.1 of this Agreement, Buyer has not relied and will not rely upon any oral or written statements or representations by Seller or any of the Seller Parties. Without limiting the foregoing, no representations or warranties are or have been made to Buyer regarding (i) the collectability or value of the Loan Rights; (ii) the credit worthiness of any obligor or any obligor's ability to perform pursuant to the terms and conditions of the Loan Documents; (iii) the value of any collateral described in the Loan Documents; or (iv) the extent, validity, priority or perfection of any security interest or lien relating to the Loan Rights;

(d) Buyer acknowledges that (i) Seller makes no warranties or representations as to the accuracy or completeness of any previous environmental assessment or asbestos survey which Seller may have, and that a copy of any assessment or survey, to the extent provided, has been provided to Buyer for information purposes only; (ii) Buyer has not relied upon any representations or warranties of Seller, express or implied, concerning the assessment or surveys referred to in the immediately preceding sentence and Buyer will not do so; (iii) Seller makes no warranties or representations as to the quality, quantity or functionality of any real or personal property that serves as collateral for the payment of any of the Loan; and (iv) Buyer will rely solely upon its own investigation to determine the acceptability to Buyer of the property that is the subject of the Loan Rights. Upon Closing, Buyer will assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by the inspections and investigations performed by Buyer or by any of the Loan Documents or other materials provided to or examined by Buyer;

(e) Buyer acknowledges that its obligations under this Agreement are not conditioned upon or qualified by the ability of Buyer to obtain any debt or equity financing of any nature;

(f) Buyer has not dealt with any broker, investment banker, agent, or other Person, who may be entitled to any commission, compensation or other payment in connection with the sale of the Loan Rights; and

(g) Buyer shall fund, in accordance with the Loan Documents, any unfunded commitments that are required to be funded from and after Closing and that Seller shall have no liability or responsibility for such unfunded commitments after Closing. Buyer acknowledges that Seller shall have no responsibility or liability to Buyer arising out of or related to the failure of any Person how is not a party to this Agreement to assist or cooperate with Buyer. Buyer is not relying upon the continued actions or efforts of Seller or any third party in connection with its decision to purchase the Loan Rights. All risks attendant to the potential failure or refusal of any Person that is not a party to this Agreement to assist or cooperate with either Buyer or Seller in the effective transfer and assignment of the Loan Rights shall be borne solely by Buyer.

#### ARTICLE IV COVENANTS

##### 4.1 Covenants of Seller.

(a) **Further Assurances.** During the sixty (60) days after the Closing Date, Seller will execute and deliver, at the sole cost and expense of Buyer (including, but not limited to, Seller's attorneys' fees), such additional instruments and take such further actions as Buyer may, from time to time, reasonably request in order to effectuate the purpose and terms of this Agreement. Seller authorizes Buyer, upon and after the Closing, to prepare and file assignments of any filed UCC financing statements securing payment of the Loan.

(b) To the extent that Seller receives any amounts with respect to the Loan from and after the Closing Date, Seller shall remit any such amounts received to Buyer within ten (10) business days after Seller's receipt thereof, in the form received, with any necessary endorsements.

##### 4.2 Covenants of Buyer.

(a) **Use of Name of Seller.** Without Seller's express consent, Buyer shall not (i) institute any enforcement or legal action or proceeding in the name of Seller, (ii) refer to Seller in any correspondence to or discussion with any obligor for the Loan regarding enforcement or collection of the Loan, (iii) misrepresent, mislead, deceive, or otherwise fail to adequately disclose to any obligor the identity of Buyer and its ownership of the Loan and possession of the Loan Documents, or (iv) use Seller's name, or any name derived therefrom or confusingly similar therewith in connection with Buyer's enforcement, collection, or management of the Loan, or marketing advertising, sale or transfer of the Loan or any related property, except as required to evidence Buyer's purchase of the Loan Rights. Seller's express consent is not required with respect to references that state that Seller was the originator of the Loan and that Buyer succeeded to all rights, title, and interests to the Loan Rights. Buyer acknowledges that there may be no adequate remedy at law for a violation of the terms of this Section 4.2(a), and Seller

shall have the right to seek the entry of an order by a court of competent jurisdiction enjoining any violation hereof.

(b) **Release of Seller.** Any settlement, whether judicial or non-judicial, by Buyer and an obligor or Guarantor of the Loan shall include a release of Seller and the Seller Parties for any claims that such obligor or Guarantor may have.

(c) **Further Assurances.** Buyer shall execute and deliver, at its sole expense, such additional instruments and take such further actions as Seller may, from time to time, reasonably request, in order to effectuate the purpose and to carry out the terms of this Agreement.

(d) **Notice of Inaccuracy.** Buyer shall notify Seller promptly if Buyer discovers that any of the representations set forth in Section 3.2 hereof become inaccurate prior to the Closing Date.

## ARTICLE V LIMITATION OF LIABILITY

5.1 **Limitation of Liability.** Should Seller for any reason ever become liable to Buyer under any circumstances arising under or resulting from this Agreement, for any claim, loss, cost, damage, judgment, expense or other liability of any kind, including reasonable attorneys' fees (collectively, a "***Liability***"), then Buyer's recourse against Seller for such Liability shall be limited to the lesser of: (i) the Purchase Price, less principal payments or the value of other consideration received by Buyer in respect of the Loan Rights; (ii) the then remaining unpaid principal amount of the indebtedness evidenced by the Loan Rights to which a Liability relates; and (iii) the actual loss or damage sustained by Buyer. Seller shall have no liability to Buyer and Buyer shall have no recourse against Seller if Buyer has taken any action, or omitted to take any action, the consequence of which is to materially alter or amend, or to compromise, impair or otherwise adversely affect, any of the Loan Rights. In no event shall Seller have any responsibility for a Liability occurring or reported in writing to Seller more than thirty (30) days after the Closing Date.

5.2 **Repurchase Option.** Upon the occurrence of a Liability, Seller shall have the option, but not the obligation, to purchase the Loan Rights from Buyer for an amount equal to the Purchase Price minus all principal payments and the value of other consideration received by Buyer in respect of the Loan Rights, and Buyer shall execute all documents Seller may request to effectuate such purchase. If Seller exercises its option to purchase the Loan Rights pursuant to this Section 5.2, Seller shall not be liable to Buyer for any Liability.



ARTICLE VI  
INDEMNIFICATION AND RELEASE

6.1 Indemnification and Release.

(a) RELEASE. BUYER AND ITS SUCCESSORS AND ASSIGNS SHALL AND DO HEREBY FULLY RELEASE, REMISE, AND FOREVER DISCHARGE THE SELLER PARTIES, FROM AND AGAINST ANY AND ALL CLAIMS, LIENS, DEMANDS, CAUSES OF ACTION, CONTROVERSIES, OFFSETS, OBLIGATIONS, LOSSES, BREACHES OF DUTY, ACTS OR OMISSIONS, COSTS, DAMAGES, EXPENSES AND LIABILITIES OF EVERY KIND AND CHARACTER ARISING FROM OR RELATING TO THE BORROWER, OR THE LOAN RIGHTS WHETHER SOUNDING IN OR UNDER TORT (INCLUDING THE NEGLIGENCE, BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE SELLER PARTIES), CONTRACT, STRICT LIABILITY, STATUTE OR OTHER THEORY AND THE DUTIES ARISING THEREUNDER, THAT BUYER HAD IN THE PAST, OR NOW HAS, OR WHICH MAY HEREAFTER ACCRUE, (EXCEPT THOSE ARISING UNDER THIS AGREEMENT), WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR UNLIQUIDATED.

(b) INDEMNIFICATION OF SELLER BY BUYER. BUYER AND ITS SUCCESSORS AND ASSIGNS SHALL AND DO HEREBY DEFEND, INDEMNIFY AND HOLD HARMLESS THE SELLER PARTIES FROM AND AGAINST ALL LOSSES, CAUSES OF ACTION, LIABILITIES, CLAIMS, DEMANDS, OBLIGATIONS, DAMAGES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS, TO WHICH THE SELLER PARTIES MAY BECOME SUBJECT ON ACCOUNT OF (I) ANY BREACH BY BUYER OF ITS OBLIGATIONS, WARRANTIES OR COVENANTS UNDER THIS AGREEMENT, (II) ACTIONS BY BUYER OR ITS AGENTS TO PURSUE ANY REMEDIES AGAINST BORROWER, GUARANTOR, ANY OTHER OBLIGOR WITH RESPECT TO OBLIGATIONS RELATED TO THE LOAN RIGHTS OR THE COLLATERAL DESCRIBED IN THE LOAN DOCUMENTS, INCLUDING BUT NOT LIMITED TO ACTIONS THAT HAVE BEEN DISCHARGED IN BANKRUPTCY OR AS TO WHICH BORROWER, GUARANTOR, OR SUCH OTHER OBLIGOR HAS BEEN RELEASED FROM LIABILITY, (III) SELLER'S ACTIONS IN COOPERATING WITH BUYER PURSUANT TO SECTION 4.1(A) OF THIS AGREEMENT, (IV) ACTIONS BY BUYER OR ANY OF ITS AFFILIATES OR ANY OTHER PARTY WHICH ACTIONS RELATED TO THE LOAN OR THE COLLATERAL SECURING THE LOAN RIGHTS, (V) ANY AND ALL ASPECTS RELATED TO THE TRANSFER AND SALE OF THE LOAN RIGHTS, (VI) ENFORCING BUYER'S RIGHTS AND REMEDIES HEREUNDER, OR (VII) THE USE, OWNERSHIP, CONTROL, OPERATION, OR CONDITION OF THE LOAN OR

**COLLATERAL SECURING THE LOAN RIGHTS INCLUDING WITHOUT LIMITATION, THE PRESENCE OR RELEASE OF ANY HAZARDOUS OR TOXIC FLUIDS, SUBSTANCES, OR MATERIALS ON SUCH COLLATERAL PROPERTY, AND IN ALL CASES (I) THROUGH (VII), EVEN IF SOUNDING IN OR UNDER CONTRACT, TORT (INCLUDING A SELLER PARTY'S NEGLIGENCE BUT NOT ITS GROSS NEGLIGENCE OF WILLFUL MISCONDUCT), STRICT LIABILITY, STATUTE OR OTHER THEORY. THIS INDEMNITY IS AN IRREVOCABLE, ABSOLUTE, CONTINUING INDEMNITY, MAY NOT BE REVOKED BY BUYER, MAY BE ENFORCED BY ANY OF THE SELLER PARTIES, AND SHALL NOT BE DISCHARGED BY THE ASSIGNMENT OR SALE OF ALL OR ANY PART OF THE LOAN RIGHTS.**

(c) Buyer shall have the right to conduct and control, through counsel of its choosing, the defense of any third-party claim, action or suit ("Third-Party Claim") that it reasonably agrees is subject to indemnification pursuant to the terms of this Article VI. To the extent Seller chooses to do so, Buyer shall permit Seller to participate in the defense of any such Third-Party Claim through counsel chosen by Seller, but the fees and expenses of such counsel shall be borne by the Seller.

(d) In connection with Buyer's indemnification and defense of Seller in any Third-Party Claim pursuant to Section 6.1 of the Agreement, Seller will furnish information as it may have with respect to a Third-Party Claim (including copies of any summons, complaint or other pleading which may have been served on such party and any written Third-Party Claim, invoice, billing or other document evidencing or asserting the same), make available all records and other similar materials which are reasonably required in the defense of such Third-Party Claim, and will otherwise reasonably cooperate with and assist Buyer in the defense of such Third-Party Claim.

## **ARTICLE VII TERMINATION, DEFAULT AND REMEDIES**

7.1 **Default by Buyer.** If Buyer fails or refuses to consummate the purchase of the Loan Rights pursuant to this Agreement, or if Buyer fails to perform any other obligations of Buyer hereunder, when required, prior to the Closing, and such failure or refusal continues for three (3) Business Days after notice thereof by Seller to Buyer, then Seller may, in addition to any other remedy of Seller, terminate this Agreement by giving written notice to Buyer, in which event this Agreement shall terminate upon delivery of such notice.

7.2 **Default by Seller.** If Seller fails or refuses to consummate the sale of the Loan Rights pursuant to this Agreement, or if Seller fails to perform any obligations of Seller hereunder, when required, prior to the Closing for any reason other than the termination of this Agreement by Seller pursuant to a right to terminate expressly set forth in the Agreement, and such failure or refusal continues for three (3) Business Days after notice thereof by Buyer to Seller, then Buyer shall have the sole and exclusive remedy to terminate this Agreement by giving written notice

thereof to Seller, in which event this Agreement shall terminate upon delivery of such notice. In no event shall Buyer be entitled to receive consequential, punitive, speculative or other damages. Buyer expressly waives any right to specific performance of this Agreement.

## ARTICLE VIII CLOSING

8.1 Proceedings at Closing. The closing (the "*Closing*") of the transactions contemplated by this Agreement shall occur at a mutually agreed-upon date and location (the "*Closing Date*"). On the Closing Date, Buyer shall pay to Seller the Purchase Price and Closing Costs in good funds and upon the receipt of the Purchase Price and Closing Costs, Seller shall sell, assign and convey the Loan Rights to Buyer in accordance with Exhibit B and Exhibit C of this Agreement. All payments to Seller shall be by wire transfer pursuant to the instructions as set forth on Exhibit A.

All actions to be taken and all documents to be executed and delivered by the parties hereto at the Closing shall be deemed to have been taken and executed and delivered simultaneously, and no action shall be deemed taken nor any document executed or delivered until all have been taken, executed and delivered.

8.2 Closing Deliveries by Seller. On or before the Closing Date, Seller shall execute and deliver the following:

- (a) The original executed promissory note related to the Loan Rights (whether one or more, the "*Note*");
- (b) An allonge endorsing the Note without recourse, representation or warranty substantially in the form attached as Exhibit B executed by Seller;
- (c) An original Assignment of Loan Documents transferring all of Seller's right, title and interest in and to the Loan Documents to Buyer substantially in the form attached as Exhibit C, executed by Seller;
- (d) An original of the Assignment of Note and Security Instruments substantially in the form attached as Exhibit D, executed by Seller, suitable for recordation in the office for recording of deeds in the County where the relevant Mortgaged Property is located;
- (e) An Assignment of the Guarantor Lawsuit as set forth in as Exhibit E, executed by Seller;
- (f) the Rents Collected for the Loan as set forth in Exhibit F;
- (g) Any applicable Loan Policies of Title Insurance for the Loan;

- (h) Any insurance checks for losses incurred;
- (i) The Originals or, if unavailable, copies of the Loan Documents listed on Exhibit A, accompanied by the Business Record Affidavit in the form attached as Exhibit H, signed by the Seller;
- (j) A UCC-3 statement assigning the UCC-1 financing statement, if any, listed on Exhibit A, to Buyer or written authorization from Seller pursuant to which Buyer can prepare and file the UCC-3;
- (k) a notice to Borrower informing Borrower of the Closing and directing it to forward all future payments directly to Buyer, which notice shall be substantially in the form attached as Exhibit G. The Borrower's Notice will be mailed to Borrower by the Seller within five (5) business days of the Closing Date via certified mail return receipt requested, with a copy provided to the Buyer; and
- (l) A statement certified by Seller as to the balances of the Loan and all Escrow Accounts as of the Closing Date.

8.3 **Closing Deliveries by Buyer.** On or before the Closing Date, Buyer shall deliver the following:

- (a) The Purchase Price, subject to any adjustments required or contemplated by this Agreement;
- (b) All accrued but unpaid attorneys' fees of STREUSAND, LANDON, OZBURN & LEMMON, LLP and all other charges as set forth on the Settlement Statement attached as Exhibit F; and
- (c) All other Closing Costs.

## ARTICLE IX GENERAL PROVISIONS

9.1 **Amendments.** Buyer and Seller may amend, modify, or supplement this Agreement only by an instrument in writing signed by Buyer and Seller.

9.2 **Waivers.** Either party to this Agreement may, by written notice to the other, (a) extend the time for the performance of any of the obligations or other actions of the other party; (b) waive any inaccuracies in the representations or warranties of the other party contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance with any of the covenants of the other party contained in this Agreement; and (d) waive or modify performance of any of the obligations of the other party. No action taken pursuant to this Agreement, including without limitation any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any

representations, warranties, covenants or agreements contained herein. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

9.3 Expenses. Buyer shall be responsible for all fees and expenses incurred by Seller incident to the negotiation, preparation, execution, performance and enforcement of this Agreement, including counsel fees, and any commission owed to any broker, agent or other similar entity retained by such party in this transaction. All recording fees, transfer taxes, documentary taxes or other transfer costs necessitated by the sale and the assignment of the Loan and the Loan Documents shall be paid by Buyer.

9.4 Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed conclusively to have been duly given if personally delivered, sent by overnight courier, or mailed by registered mail, postage prepaid, and return receipt requested or transmitted by facsimile and confirmed by a similar mailed writing:

If to Seller:	Amplify Credit Union Attention: Alan Jewells 3600 Parmer Lane, Suite 200 Austin, Texas 78727 Telephone: 512.834.6521 <a href="mailto:ajewells@goamplify.com">ajewells@goamplify.com</a>
With a copy to:	STREUSAND, LANDON, OZBURN & LEMMON, LLP Attention: Sabrina Streusand 1801 S. MoPac Expressway, Suite 320 Austin, Texas 78746 Telephone: 512.236.9900 <a href="mailto:streusand@slollp.com">streusand@slollp.com</a>
If to Buyer:	Spring Custer LLC Attention: Justin Bayne 500 W. 2nd St., Suite 1900 Austin, Texas 78701-4687 Telephone: 512.466.9595 Email: <a href="mailto:jbayne@baynecommercial.com">jbayne@baynecommercial.com</a>
With a copy to:	Mark Riley, Attorney-at-Law 2731 Robinhood St. Houston, Texas 77005 Telephone: 713.822.8935 Facsimile: 713.583.2284 Email: <a href="mailto:riley@riley-cpa-law.com">riley@riley-cpa-law.com</a>

or to such other Person or address as either party shall furnish the other party in writing.

9.5 **Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Buyer shall be prohibited from assigning this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of Seller; provided, however, that such consent shall not be required (a) for the assignment of its rights and privileges hereunder to a Person controlling, controlled by or under common control with Buyer (it being understood that no such assignment shall relieve Buyer of its duties or obligations hereunder), or (b) for the assignment and delegation by Buyer of its rights, privileges, duties and obligations hereunder to any Person into or with which Buyer shall merge or consolidate or to which Buyer shall sell all or substantially all of its assets, provided that the assignee shall formally agree in writing to assume all the rights and obligations of Buyer created hereby. Seller

9.6 **Survival.** Sections 2.1(c), 2.1(e), 2.1(f), 2.1(g), 2.1(h), 3.1, 4.1, 4.2, 5.1, 5.2, 6.1, and Article IX shall survive termination or expiration of this Agreement.

9.7 **Governing Law; Jurisdiction; Venue.** **THE PROVISIONS OF THIS AGREEMENT AND THE LEGAL RELATIONS BETWEEN THE PARTIES ARISING THEREFROM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES, AND APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.** Buyer submits itself to jurisdiction in the State of Texas for any action or cause of action arising out of or in connection with this Agreement or the sale of the Loan Rights to Buyer, agrees that venue for any such action shall be in Travis County, Texas, and waives any and all rights under the laws of any state to object to jurisdiction in the State of Texas or venue within Harris County, Texas.

9.8 **Waiver of Jury Trial.** **TO THE FULLEST EXTENT LEGALLY PERMISSIBLE, THE PARTIES HERETO WAIVE TRIAL BY JURY IN RESPECT OF ANY "DISPUTE" AND ANY ACTION ON SUCH "DISPUTE". THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE AND EACH PARTY HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. EACH PARTY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. "Dispute" means any controversy, claim or**

dispute between or among the parties to this Agreement, including any controversy, claim or dispute arising out of or relating to (a) any related agreements or instruments, or (b) the transaction contemplated herein or therein (including any claim based on or arising from an alleged personal injury or business tort).

9.9 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures may be accepted as originals.

9.10 **Headings.** The headings of Sections contained in this Agreement are for convenience of reference only and do not form a part of this Agreement.

9.11 **Entire Agreement.** This Agreement, including the Exhibits, when taken together with the confidentiality agreement (if any, which shall remain in full force and effect) embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no contemporaneous oral agreements, and there are no restrictions, promises, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

9.12 **No Third Party Beneficiaries.** Nothing in this Agreement is intended to confer any rights or remedies upon any Person, other than the parties.

9.13 **Severability.** In the event any portion of this Agreement may be determined by any court of competent jurisdiction to be unenforceable, the balance of the Agreement shall be severed therefrom and shall continue in full force and effect unless a failure of consideration would thereby result.

9.14 **Intent.** Buyer and Seller intend that (i) Buyer shall purchase the Loan Rights; (ii) Seller shall convey to Buyer all of Seller's right, title, and interest in and to the Loan Rights; and (iii) the transaction is a sale by Seller and a purchase by Buyer and not a pledge of security for a loan, including for purposes of federal income tax. Seller and Buyer shall treat the transaction contemplated hereby as a sale and purchase for accounting purposes. Except as otherwise provided herein, Seller shall have no rights in the Loan Rights following the Closing Date.

9.15 **Dates.** If any date or deadline contained in this Agreement falls on a Saturday, Sunday or legal holiday, then such date or deadline shall be extended to the next Business Day.

9.16 **Confidentiality.** Buyer hereby represents and warrants to Seller that Buyer is in full compliance with its obligations under the terms of any confidentiality agreement that Buyer executed and delivered to Seller. If the transaction contemplated herein fails to close for any reason, Buyer shall deliver to Seller, at no cost to Seller, the results and/or copies of any and all records, information, surveys, reports, tests, and studies obtained by Buyer concerning the Loan Rights or the collateral securing the payment of the Loan Rights. Buyer shall keep the contents of this Agreement confidential, except that the parties may disclose the contents under the following

circumstances (a) to third persons as may be reasonably necessary in order to consummate the transaction contemplated by this Agreement, who must agree in writing to be bound by the confidentiality obligations; (b) privileged communications with counsel, who must agree in writing to be bound by the confidentiality obligations; (c) as may be necessary or required by government agencies having authority and jurisdiction over the parties; (d) as may be reasonably required in connection with the enforcement of any or all of the parties' respective rights and remedies under this Agreement or on account of any breach or default by any party to this Agreement; (e) as may be required by subpoena or other similar court order in any civil or criminal proceeding or investigation; provided the non-disclosing party is provided at least thirty (30) days written notice prior to disclosure.

[Signatures appear on the following page]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

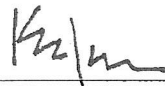
**BUYER:**

**SPRING CUSTER LLC**  
a Texas limited liability company

By:   
Name: Justin Bayne  
Title: Sole Manager

**SELLER:**

**AMPLIFY CREDIT UNION**

By:   
Name: Kendall Garrison  
Title: President and Chief Executive Officer

*[Signature Page to Loan Sale Agreement]*

**EXHIBIT "A"**  
**LOAN DOCUMENT SUMMARY**

<b>Loan</b>	<b>Original Loan Amount</b>	<b>Principal Balance</b>	<b>Payoff Amount</b>
WC Custer Creek Center Property, LLC	\$6,540,000.00	\$6,139,573.73	<b>\$ 6,375,446.83</b>

**WIRE INSTRUCTIONS**

ABA/Routing Transit #: 314977227  
Amplify Credit Union, PO Box 85300, Austin, TX 78708  
Name: WC Custer Creek Center Property, LLC  
Account Number to Credit: 5000000002069  
REF: 517002  
Property Address: 2040-2070 Spring Creek Parkway, Plano, TX 75023

**LOAN DOCUMENTS**

**Borrower: WC Custer Creek Center Property, LLC**

**Guarantors: Natin Paul, World Class Holdings, LLC, and WC Custer Creek Center Mezz, LLC**

1. Loan Agreement dated April 26, 2017, executed by Borrower and Guarantors.
2. Real Estate Lien Note dated April 26, 2017, in the original principal amount of Six Million Five Hundred Forty Thousand and no/100 Dollars (\$6,540,00.00), executed by Borrower and payable to Amplify Credit Union.
3. Deed of Trust and Security Agreement recorded under Collin County Clerk's File Number 20170426000532600 on April 26, 2017.
4. Cross-Collateral Agreement dated April 26, 2017, pertaining to the cross-collateralization of the WC 707 Cesar Chavez, LLC Loan and the WC Custer Creek Center Property, LLC Loan.
5. Guaranty Agreement of Natin Paul dated April 26, 2017.
6. Guaranty Agreement of World Class Holdings, LLC dated April 26, 2017.
7. Guaranty Agreement of WC Custer Creek Center Mezz, LLC dated April 26, 2017.
8. Assignment of Leases and Rents recorded under Collin County Clerk's File Number 20170426000532610.

9. UCC-1 financing statement filed in the Official Public Records of the State of Delaware on October 27, 2017, with filing number 20177127410.
10. UCC-1 financing statement filed in the Official Public Records of the State of Texas on April 28, 2017, with filing number 732274040002.
11. UCC-1 financing statement filed in the Collin County Clerk's File Number 20170502000561510.
12. Escrow Waiver dated April 26, 2017, by and between Borrower and Amplify Credit Union.
13. Disclaimer of Oral Agreements dated April 26, 2017, by and between Borrower, Guarantors, and Amplify Credit Union.
14. Affidavit for Use with Prior Survey dated April 26, 2017, executed by Borrower.
15. Agreement to Provide Insurance dated April 26, 2017, executed by Borrower.
16. Collateral Protection Insurance Notice and Agreement dated April 26, 2017, executed by Borrower.
17. Compliance and Correction Agreement dated April 26, 2017, executed by Borrower.
18. Environmental Questionnaire dated April 26, 2017, executed by Borrower.
19. Notice of Legal Representation dated April 26, 2017, executed by Borrower.
20. Assignment and Pledge of Certificate of Deposit dated April 26, 2017, by and between Borrower and Amplify Credit Union.

**EXHIBIT "B"**


**ALLONGE TO PROMISSORY NOTE**

Reference is made to the \$6,540,00.00 promissory note dated April 26, 2017, payable to the order of Amplify Credit Union, as such note has been amended or modified prior to the date hereof. This Allonge is attached to and made a permanent part of the Note.

Pay to the order of Spring Custer LLC, its successors and assigns, without recourse, representations or warranties of any kind.

Executed as of the 9th day of September 2020.

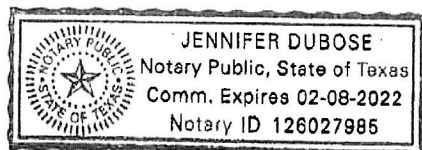
**AMPLIFY CREDIT UNION**

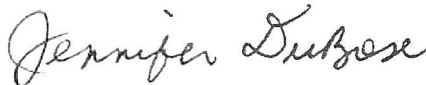
By:   
Name: Kendall Garrison  
Title: President and Chief Executive Officer

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

On September 9, 2020, before me, the undersigned officer, a notary public, personally appeared Kendall Garrison, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



  
Notary Public, State of Texas  
My commission Expires: 02-08-2022

## EXHIBIT "C"

### ASSIGNMENT OF LOAN DOCUMENTS

This ASSIGNMENT OF LOAN DOCUMENTS ("*Assignment*") is made as of the 9th day of September 2020, by AMPLIFY CREDIT UNION (the "*Assignor*") to SPRING CUSTER LLC, a Texas limited liability company (the "*Assignee*").

### RECITALS

A. Assignor and Assignee are parties to the certain Loan Sale Agreement dated effective as of September 9, 2020, (the "*Loan Sale Agreement*"). Terms defined by the Loan Sale Agreement, where used in this Agreement and not otherwise defined herein, shall have the same meanings as are prescribed by the Loan Sale Agreement.

B. Subject to the terms of the Loan Sale Agreement, Assignor has agreed to sell, transfer and convey to Assignee, and Assignee has agreed to purchase and accept, all of the Assignor's right, title and interest in and to the Loans and the Loan Documents, as set forth on Schedule A hereto, and in connection therewith, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Loan and the Loan Documents, and Assignee has agreed to assume and perform of all Assignor's obligations with respect to the Loan and the Loan Documents.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee at the time of execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows;

1. Assignment. Assignor hereby grants, bargains, sells, assigns, transfers and sets over to Assignee, without recourse and except as set forth in Section 3.1 of the Loan Sale Agreement (as defined below) without warranty or representation whatsoever, all of Assignor's right, title, interest, claim and demand in and to the Loan Documents, together with all moneys, principal and interest, due and to become due thereon, and all rights, remedies and incidents thereunto belonging.

2. Conflict. Nothing in this Assignment shall be construed to be a modification or waiver of or limitation on any provision of the Loan Sale Agreement, including representations, warranties and agreements set forth therein. In the event of any inconsistent or conflict between this Assignment and the Loan Sale Agreement, the Loan Sale Agreement shall control for all purposes.

3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefits of the parties hereto, their respective legal representatives, successors in title and assigns.

4. Governing Law. The laws of the State of Texas shall govern the interpretation and validity and enforceability hereof without regard to concepts of conflicts of laws, and

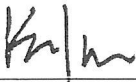
applicable laws of the United States of America.

5. **Severability.** In the event any provision of this Assignment is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Loan Documents as of the date first set forth above.

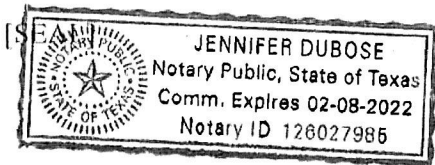
**ASSIGNOR:**

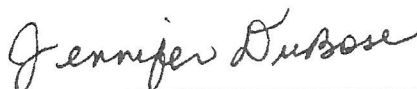
**AMPLIFY CREDIT UNION**

By:   
Name: Kendall Garrison  
Title: President and Chief Executive Officer

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS     §

The foregoing instrument was acknowledged before me on this 9th day of September, 2020, by Kendall Garrison, as President and Chief Executive Officer of Amplify Credit Union, on behalf of said entity.



  
Notary Public in and for  
the State of Texas

*[Signature Page to Assignment of Loan Documents]*

**SCHEDULE "A"**

**SCHEDULE OF LOAN DOCUMENTS**

**Borrower:** WC Custer Creek Center Property, LLC

**Guarantors:** Natin Paul, World Class Holdings, LLC, and WC Custer Creek Center Mezz, LLC

1. Loan Agreement dated April 26, 2017, executed by Borrower and Guarantors.
2. Real Estate Lien Note dated April 26, 2017, in the original principal amount of Six Million Five Hundred Forty Thousand and no/100 Dollars (\$6,540,00.00), executed by Borrower and payable to Amplify Credit Union.
3. Deed of Trust and Security Agreement recorded under Collin County Clerk's File Number 20170426000532600 on April 26, 2017.
4. Cross-Collateral Agreement dated April 26, 2017, pertaining to the cross-collateralization of the WC 707 Cesar Chavez, LLC Loan and the WC Custer Creek Center Property, LLC Loan.
5. Guaranty Agreement of Natin Paul dated April 26, 2017.
6. Guaranty Agreement of World Class Holdings, LLC dated April 26, 2017.
7. Guaranty Agreement of WC Custer Creek Center Mezz, LLC dated April 26, 2017.
8. Assignment of Leases and Rents recorded under Collin County Clerk's File Number 20170426000532610.
9. UCC-1 financing statement filed in the Official Public Records of the State of Delaware on October 27, 2017, with filing number 20177127410.
10. UCC-1 financing statement filed in the Official Public Records of the State of Texas on April 28, 2017, with filing number 732274040002.
11. UCC-1 financing statement filed in the Collin County Clerk's File Number 20170502000561510.
12. Escrow Waiver dated April 26, 2017, by and between Borrower and Amplify Credit Union.
13. Disclaimer of Oral Agreements dated April 26, 2017, by and between Borrower, Guarantors, and Amplify Credit Union.
14. Affidavit for Use with Prior Survey dated April 26, 2017, executed by Borrower.
15. Agreement to Provide Insurance dated April 26, 2017, executed by Borrower.

16. Collateral Protection Insurance Notice and Agreement dated April 26, 2017, executed by Borrower.
17. Compliance and Correction Agreement dated April 26, 2017, executed by Borrower.
18. Environmental Questionnaire dated April 26, 2017, executed by Borrower.
19. Notice of Legal Representation dated April 26, 2017, executed by Borrower.
20. Assignment and Pledge of Certificate of Deposit dated April 26, 2017, by and between Borrower and Amplify Credit Union.



**EXHIBIT "D"**

**ASSIGNMENT AND ASSUMPTION  
OF NOTE AND SECURITY INSTRUMENTS**

**[SEE SEPARATE DOCUMENT]**

**EXHIBIT "E"**

**ASSIGNMENT OF GUARANTOR LAWSUIT**

This ASSIGNMENT OF GUARANTOR LAWSUIT ("*Assignment*") is made as of the 9th day of September 2020, by **AMPLIFY CREDIT UNION** (the "*Assignor*") to **SPRING CUSTER LLC**, a Texas limited liability company (the "*Assignee*").

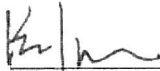
1. For value received, Assignor hereby sells, transfers, assigns, and conveys to Assignee, and its successors or assigns Assignor's entire and whole interest, including all justiciable interest and any and all other rights and title that it currently has or hereafter may acquire involving the following legal proceedings against any party related to the claims set forth therein, together with any appeal thereof or other proceeding related thereto:

*Amplify Credit Union v. Natin Paul, World Class Holdings, LLC, and WC Custer Creek Center Mezz, LLC*, Cause No. D-1-GN-20-003583, in the 250<sup>th</sup> Judicial District Court of Travis County.

2. Assignor does not retain any right or interest in the claims identified in this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Guarantor Lawsuit as of the date first set forth above.

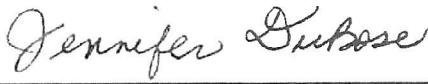
**AMPLIFY CREDIT UNION**

By:   
Name: Kendall Garrison  
Title: President and Chief Executive Officer

STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

The foregoing instrument was acknowledged before me on this 9th day of September, 2020, by Kendall Garrison, as President and Chief Executive Officer of Amplify Credit Union, on behalf of said entity.



  
Notary Public in and for  
the State of Texas

## EXHIBIT "F"

### SETTLEMENT STATEMENT

Amplify Credit Union Note Sale Settlement Statement

<u>Note</u>	<u>Principal</u>	<u>Per Diem</u>	<u>Total Interest Due</u>
WC Custer Creek Center Property, LLC	\$6,139,573.73	\$810.08	\$156,345.44

Tenant Account:      \$175,576.84

**Purchase Price**

Total Principal	\$6,139,573.73
Total Interest Due	\$156,345.44
Current Legal Fees	\$21,781.15
Prior Legal Fees	\$39,710.44
Late Charges	\$12,176.07
Other Charges	<u>\$5,860.00</u>
<b>Net Purchase Price Due</b>	<b><u>\$6,375,446.83</u></b>

## Exhibit "G"

### NOTICE TO BORROWER

September 9, 2020

WC Custer Creek Center Property, LLC  
c/o World Class  
814 Lavaca St.  
Austin, Texas 78701  
Attention: Natin Paul

*Via Certified Mail No.*  
Return Receipt Requested and Regular US. Mail  
*Via E-mail: [npaul@world-class.com](mailto:npaul@world-class.com)*

WC Custer Creek Center Property, LLC  
c/o World Class  
Brian Elliott, Corporate Counsel  
814 Lavaca Street  
Austin, Texas 78701

*Via E-mail: [belliott@world-class.com](mailto:belliott@world-class.com)*

#### **RE: NOTICE OF ASSIGNMENT OF LOAN**

**Loan Number: 517002**; Real Estate Lien Note dated April 26, 2017, executed by ("**Borrower**") in the original principal amount of \$6,540,000.00 payable to Amplify Credit Union ("**Lender**") (the "**Note**") pursuant to that certain Loan Agreement dated April 26, 2017 (the "**Loan Agreement**"); secured by that certain Deed of Trust (with Security Agreement) executed by Borrower in favor of Lender, and recorded in the Official Public Records of Collin County, Texas Doc. No. 20170426000532600 (the "**Deed of Trust**") and related UCC-1 Filing; and the Guaranties of Natin Paul, World Class Holdings, LLC, and WC Custer Creek Center Mezz, LLC (the "**Guaranties**") (the Note, Loan Agreement, Deed of Trust, UCC-1, and Guaranties, collectively the "**Loan Documents**").

Dear Borrower:

This is to notify you that Lender as of September 9, 2020, has sold its interest in the above-referenced Loan to Spring Custer LLC (the "**New Lender**").

The New Lender is now solely responsible for the servicing and administration of the Loan. Accordingly, in order to receive proper credit for future payments under the Loan, please direct all future payments under the Loan and all future communications in connection with the Loan to:

Spring Custer LLC  
500 W 2nd Street, Suite 1900  
Austin, Texas, 78701  
Attn: Mark Riley  
Phone: (713) 822-8935  
Email: [Riley@Riley-CPA-Law.com](mailto:Riley@Riley-CPA-Law.com)

Please contact the New Lender at the address and phone number given above if you have any questions or comments concerning the Loan.

Thank you for your cooperation.

Sincerely,

[Attorney for Amplify Credit Union]

cc:

Natin Paul  
c/o World Class  
814 Lavaca St.  
Austin, Texas 78701  
Attention: Natin Paul  
*Guarantor*

*Via Certified Mail No.*  
Return Receipt Requested and Regular US. Mail

World Class Holdings, LLC  
c/o World Class  
814 Lavaca St.  
Austin, Texas 78701  
Attention: Natin Paul  
*Guarantor*

*Via Certified Mail No.*  
Return Receipt Requested and Regular US. Mail

WC Custer Creek Center Mezz, LLC  
c/o World Class  
814 Lavaca St.  
Austin, Texas 78701  
Attention: Natin Paul  
*Guarantor*

*Via Certified Mail No.*  
Return Receipt Requested and Regular US. Mail

Party (Unknown) To Be Copied  
244 Fifth Avenue, Suite 2200  
New York, NY 10001

*Via Certified Mail No.*  
Return Receipt Requested and Regular US. Mail

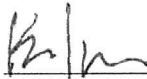
**Exhibit "H"**  
**BUSINESS RECORDS AFFIDAVIT**

THE STATE OF TEXAS    §  
  §  
COUNTY OF TRAVIS    §

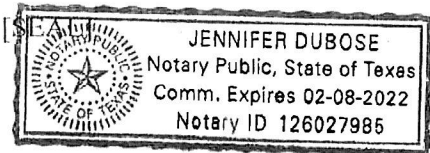
BEFORE ME, the undersigned authority, on this day personally appeared Kendall Garrison who  
after being duly sworn under oath, deposed as follows:

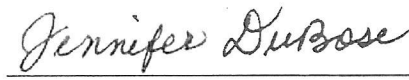
My name is Kendall Garrison. I am over 18 years of age, have never been convicted of a crime  
involving moral turpitude, am of sound mind, am capable of making this affidavit, and am  
personally acquainted with the facts stated herein and they are true and correct.

I am a custodian of records for Amplify Credit Union ("Amplify"). I am familiar with the  
manner in which Amplify's records are created and maintained by virtue of my duties and  
responsibilities as Amplify's CEO. Attached hereto are 2280 pages of records from Amplify. The  
attached records are kept by Amplify in the regular course of business. It is the regular practice of  
Amplify to keep these types of records in the course of regularly conducted business activity. The  
attached records were made by, or from information transmitted by, persons with knowledge of  
the matters set forth. It is the regular practice of the business activity to make the attached records.  
The attached records were made at or near the time of the act, event, condition, opinion, or  
diagnosis set forth in the records. The records attached hereto are the originals or exact duplicates  
of the originals.

  
\_\_\_\_\_ Affiant

SUBSCRIBED AND SWORN TO before me on the 9th day of September, 2020, to certify  
which witness my hand and seal of office.



  
\_\_\_\_\_ Notary Public in and for  
the State of Texas

## EXHIBIT "D"

### ASSIGNMENT AND ASSUMPTION OF NOTE AND SECURITY INSTRUMENTS

THE STATE OF TEXAS                   §  
  §                   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS                   §

This ASSIGNMENT AND ASSUMPTION OF NOTE AND SECURITY INSTRUMENTS ("*Assignment*") is made as of the 9th day of September 2020 (the "*Closing Date*"), by AMPLIFY CREDIT UNION, a Texas banking corporation (the "*Assignor*") to SPRING CUSTER LLC, a Texas limited liability company (the "*Assignee*").

#### RECITALS

Assignor and Assignee are parties to the certain Loan Sale Agreement dated effective as of September 9, 2020, (the "*Loan Sale Agreement*"). Subject to the terms of the Loan Sale Agreement, Assignor has agreed to sell, transfer and convey to Assignee, and Assignee has agreed to purchase and accept, all of the Assignor's right, title, and interest in and to the "*Loan*" and the "*Loan Documents*", (as set forth below), and in connection therewith, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Loan and the Loan Documents, and Assignee has agreed to assume and perform of all Assignor's obligations with respect to the Loan and the Loan Documents.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee at the time of execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby absolutely and irrevocably endorses, negotiates, grants, bargains, sells, assigns, conveys, transfers and sets over to Assignee, without recourse and, except as set forth in Section 3.1 of the Loan Sale Agreement, without warranty or representation whatsoever, all of Assignor's right, title, interest, claim and demand in and to the Loan Documents, together with all moneys, principal and interest, due and to become due thereon, and all rights, remedies and incidents thereunto belonging, including, without limitation, all of Assignor's right, title, interest, claim and demand in and to the following:

(a) Real Estate Lien Note executed by WC Custer Creek Center Property, LLC, a Delaware limited liability company (the "*Borrower*"), and payable to the order of Amplify Credit Union, a Texas banking corporation, dated April 26, 2017, in the original principal amount of SIX MILLION FIVE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$6,540,000.00), bearing loan number 517022, and as such note may have been thereafter modified, amended, restated, or extended (collectively, the "*Note*");

(b) All rights, titles, interests, liens, security interests, pledges, privileges, claims, demands and equities existing and to exist in connection with, pertaining to, governing, guaranteeing, renewing, extending, modifying, or as security for the payment of the Note including, without limitation, the following:

(i) Loan Agreement dated April 26, 2017, by and between the Assignor, the Borrower, the Guarantors;

(ii) Deed of Trust (with Security Agreement) dated April 26, 2017, executed by Borrower for the benefit of Assignor, and recorded in the Official Public Records of Collin County, Texas under Document No. 20170426000532600, as such deed of trust may have been thereafter further modified, amended, restated or extended, securing payment of the Loan and creating a lien on a portion of the property described in Exhibit A attached hereto and by this reference made a part hereof;

(iii) Assignment of Leases and Rents dated April 26, 2017, executed by Borrower for the benefit of Assignor, and recorded in the Official Public Records of Collin County, Texas under Document No. 20170426000532610, as it may have been thereafter further modified, amended, restated or extended;

(iv) UCC Financing Statement naming Borrower as debtor and Assignor as secured party recorded on April 28, 2017, under File No. 17-0014543368 with the Texas Secretary of State;

(v) UCC Financing Statement naming Borrower as debtor and Assignor as secured party recorded on May 2, 2017, in the Official Public Records of Collin County, Texas under Document No. 20170502000561510;

(vi) UCC Financing Statement naming Borrower as debtor and Assignor as secured party recorded on October 27, 2017, under File No. 2017 7127410 with the Delaware Department of State;

(vii) Guaranty Agreement dated April 26, 2017, executed by Natin Paul for the benefit of Assignor;

(viii) Guaranty Agreement dated April 26, 2017, executed by World Class Holdings, LLC for the benefit of Assignor;

(ix) Guaranty Agreement dated April 26, 2017, executed by WC Custer Creek Center Mezz, LLC for the benefit of Assignor;

(x) Cross-Collateral Agreement dated April 26, 2017, executed by Borrower and WC 707 Cesar Chavez, LLC, a Delaware limited liability company, for the benefit of Assignor;



(xi) the Real Property located in Collin County, Texas being more particularly described by metes and bounds in **Exhibit A** attached hereto and made a part hereof; and

(xii) Title Policy No. 2744343-211181159 issued by Fidelity National Title Insurance Company (Agent File No. 17-298382-AM).

2. **Assumption.** Assignee hereby agrees to and accepts the assignment described in Paragraph 1 above, to the extent arising or accruing on or after the Closing Date. In addition, Assignee hereby expressly assumes and agrees to keep, perform, and fulfill all of the terms, covenants, obligations, and conditions required to be kept, performed, and fulfilled by Assignor under, and/or with respect to, the Loan and Loan Documents from and after the Closing Date.

3. **Conflict.** Nothing in this Assignment shall be construed to be a modification or waiver of or limitation on any provision of the Loan Sale Agreement, including representations, warranties, and agreements set forth therein. In the event of any inconsistency or conflict between this Assignment and the Loan Sale Agreement, the Loan Sale Agreement shall control for all purposes.

4. **Notice to Borrower.** Assignor hereby agrees to deliver to each person or entity currently obligated to pay and perform the obligations of the Borrower under the Loan any notice required to inform such Borrower that Assignor has transferred its interest in the Loan to Assignee as of the date hereof.

5. **No Third Party Beneficiaries.** Nothing in this Assignment is intended to confer any rights or remedies upon any individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof), other than the parties.

6. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefits of the parties hereto, their respective legal representatives, successors in title, and assigns.

7. **Governing Law.** The laws of the State of Texas shall govern the interpretation and validity and enforceability hereof without regard to concepts of conflicts of laws, and applicable laws of the United States of America.

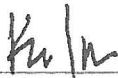
8. **Severability.** In the event any provision of this Assignment is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.

TO HAVE AND TO HOLD the Note, Loan Documents, debt, and liens, together and along with all rights, titles, interests, privileges, claims, demands, and equities under the foregoing instruments now or hereafter owned by Assignor, Assignor's successors or assigns, in connection therewith or as security therefor unto Assignee, its successors or assigns forever.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Note and Security Instruments as of the date first set forth above.

**ASSIGNOR:**

**AMPLIFY CREDIT UNION**

By:   
Name: Kendall Garrison  
Title: President and Chief Executive Officer

**ASSIGNEE:**

**SPRING CUSTER LLC**  
a Texas limited liability company

By:   
Name: Justin Bayne  
Title: Sole Manager

I hereby certify the address of the within named Assignee to be:

Spring Custer LLC  
500 W 2nd St., Suite 1900  
Austin, Texas 78701-4687

**SPRING CUSTER LLC**  
a Texas limited liability company

By:   
Name: Justin Bayne  
Title: Sole Manager

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

On September 9, 2020, before me, the undersigned officer, a notary public, personally appeared Kendall Garrison, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



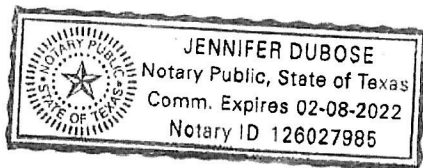
*Jennifer Dubose*

Notary Public, State of Texas  
My commission Expires: 02-08-2022

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

On September 9, 2020, before me, the undersigned officer, a notary public, personally appeared Justin Bayne, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



*Jennifer Dubose*

Notary Public, State of Texas  
My commission Expires: 02-08-2022

**After Recording, Return to:**  
Amplify Credit Union  
3600 Parmer Lane, #200  
Austin, Texas 78727  
Attention: Commercial Lending

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Tract 1**

Lot 1R, Block A, Stone Beeson Addition No. 1, an addition to the City of Plano, Collin County, Texas, according to the map thereof recorded in 2014-91, Map Records, Collin County, Texas.

**Tract 2: (EASEMENT)**

Those appurtenant easements created in deed from S-B No.1, Joint Venture to Charles P. Richardson, Trustee, dated April 9, 1984, filed April 19, 1984, recorded in Volume 1874, Page 122, Deed Records, Collin County, Texas

**Tract 3: (EASEMENT)**

Those appurtenant easements created and defined in Declaration and Reciprocal Easement Agreement with Covenants, Conditions and Restrictions by Plano Spring Creek Partners, L.P. and WC Custer Creek Center, L.P. dated May 20, 2013, filed June 3, 2013, recorded in Document Number 20130603000754910 of the Official Public Records of Collin County, Texas; being located on portions of the following tracts:

Being a 0.986 acre tract out of Lot 1 R, Block A, Stone Beeson Addition No.1, an addition to the City of Plano, Collin County, Texas, according to the plat thereof as recorded in Volume 2012, Page 414 of the Map Records of Collin County, Texas, being more particularly described in Exhibit "A" to said Declaration, and Being a 1.378 acres tract out of Lot 1 R, Block A, Spring Creek Plaza an addition to the City of Plano, Collin County, Texas, according to the plat thereof as recorded in Cabinet J, Page 751 of the Map Records of Collin County, Texas, being more particularly described in Exhibit "B" to said Declaration.