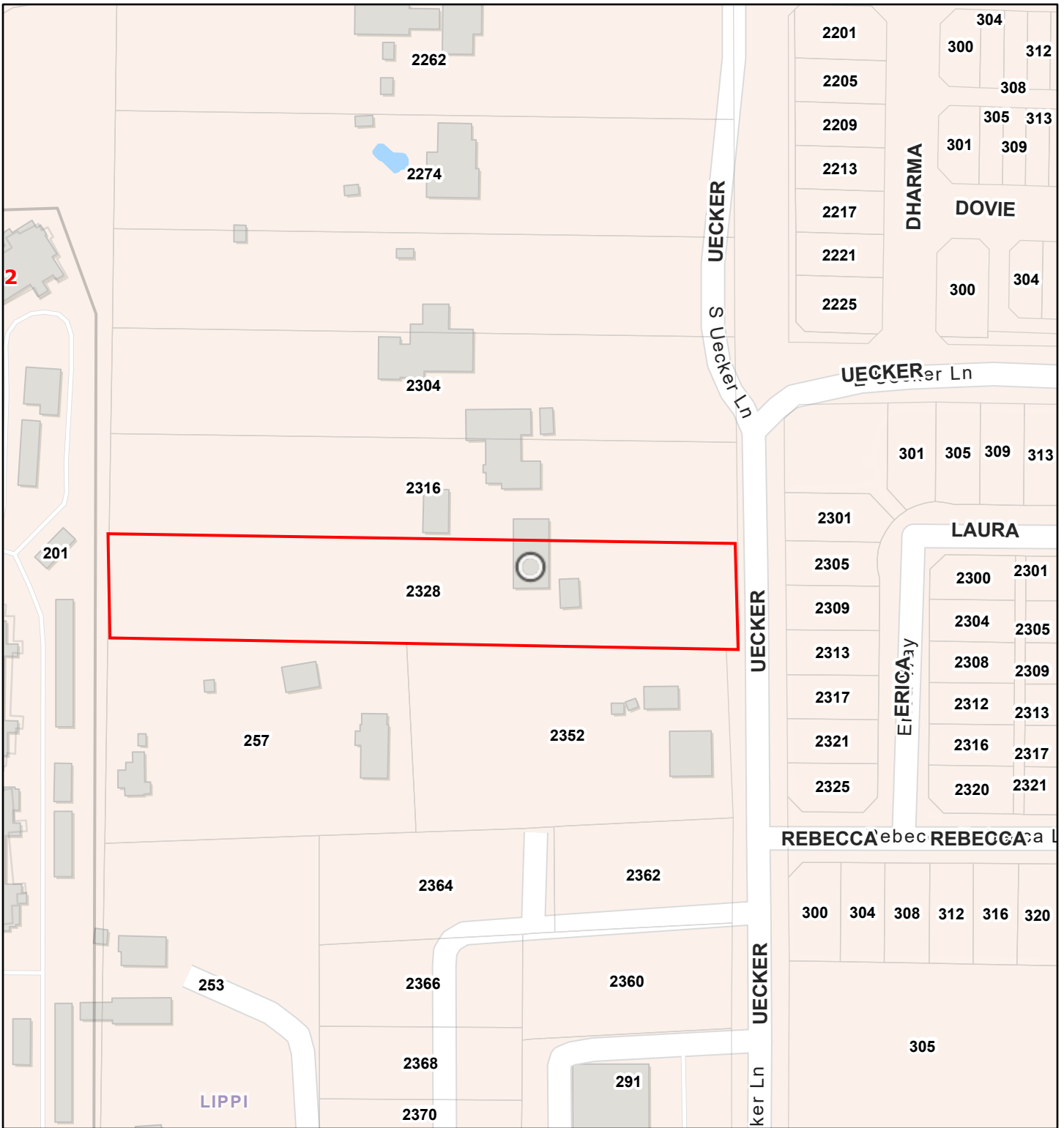


SUPPORTING DOCUMENTS

2328 S UECKER LANE

1. Vicinity Map	Page 1
2. Aerial Map	Page 2
3. Denton County Appraisal District Property Summary	Page 3
4. Title Search Documents	Page 5
5. Texas Secretary of State Documents	Page 95
6. Recording of Public Hearing with Denton County Clerk	Page 103
7. Notice of Public Hearing	Page 105
8. Inspection Pictures	Page 107

2328 S Uecker Ln



6/25/2026

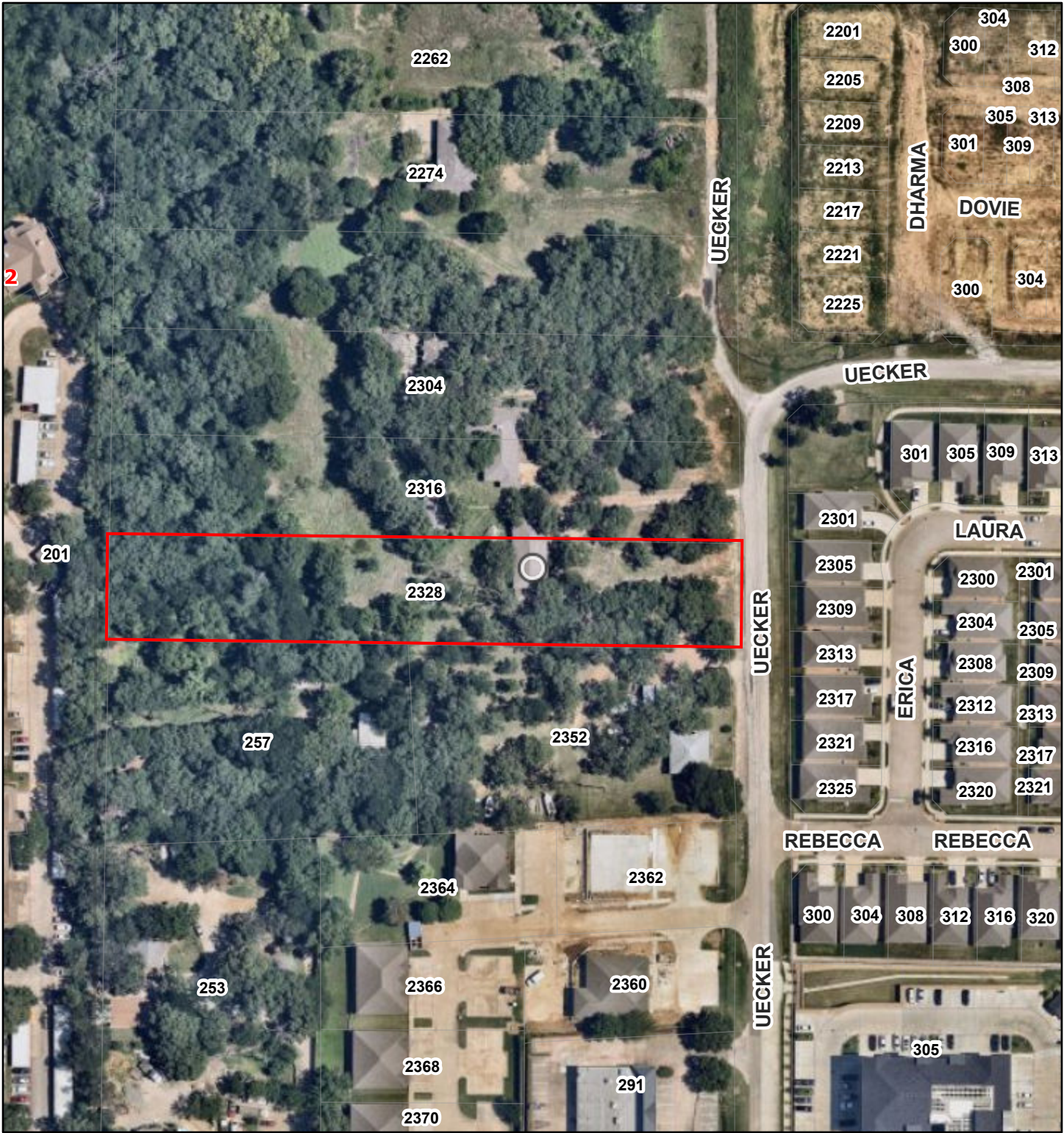
1:2,000

- ☐ Parcels_Hosted
- ☐ Apartment Buildings
- ☐ Street Labels
- ☐ Apartments
- ☒ Apartment Unit
- ☐ City Limits Polygon View

City of Lewisville, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

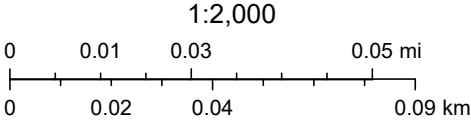
Property lines shown are approximate and are provided for general reference only. They are not intended to represent a surveyed boundary or establish legal property lines.

2328 S Uecker Ln



6/25/2026

- ☐ Parcels_Hosted ☐ Apartment Buildings
- ☐ Street Labels ☐ Apartments
- ☐ Apartment Unit ☐ City Limits Polygon View



City of Lewisville, Nearmap

Property lines shown are approximate and are provided for general reference only. They are not intended to represent a surveyed boundary or establish legal property lines.

GENERAL INFO

ACCOUNT

Property ID: 16807
Geographic ID: A0052A-000-0016-0000
Type: R
Zoning:
Agent: OWNWELL INC
Legal Description: A0052A L. BURGOIS, TR 16, 1.5 ACRES

Property Use:

OWNER

Name: DMR HOMES & CONSTRUCTION LP

Secondary Name:

Mailing Address: 10065 ATWOOD DR FRISCO TX US 75035-1058

Owner ID: 1762875
% Ownership: 100.000000
Exemptions:

LOCATION

Address: 2328 S UECKER LN, LEWISVILLE TX 75067-7823

Market Area:
Market Area CD: DC12050
Map ID: LV06

PROTEST

Protest Status:
Informal Date:
Formal Date:

VALUES

CURRENT VALUES

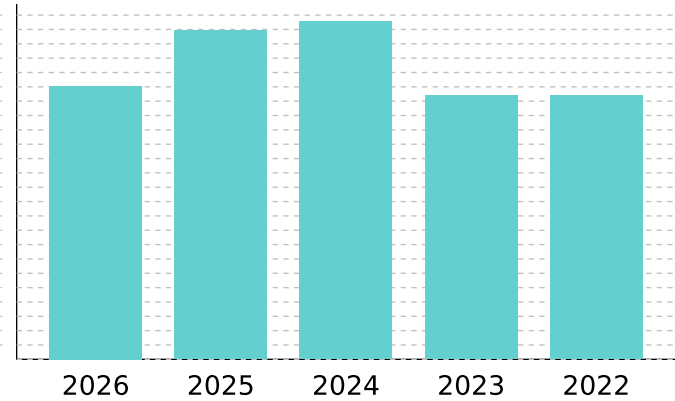
Land Homesite: \$457,380
Land Non-Homesite: \$0
Special Use Land Market: \$0
Total Land: \$457,380

Improvement Homesite: \$19,620
Improvement Non-Homesite: \$0
Total Improvement: \$19,620

Market: \$477,000
Special Use Exclusion (-): \$0
Appraised: \$477,000
Value Limitation Adjustment (-): \$0

Net Appraised: \$477,000

VALUE HISTORY



VALUE HISTORY

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2026	\$457,380	\$19,620	\$0	\$477,000	\$0	\$477,000
2025	\$457,380	\$115,568	\$0	\$572,948	\$0	\$572,948
2024	\$457,380	\$131,421	\$0	\$588,801	\$37,166	\$551,635
2023	\$457,380	\$2,316	\$0	\$459,696	\$0	\$459,696
2022	\$457,380	\$2,675	\$0	\$460,055	\$0	\$460,055

TAXING UNITS

Unit	Description	Tax Rate	Net Appraised	Taxable Value
C12	LEWISVILLE CITY OF	0.419009	\$477,000	\$477,000
G01	DENTON COUNTY	0.185938	\$477,000	\$477,000
S09	LEWISVILLE ISD	1.117800	\$477,000	\$477,000

IMPROVEMENT

Improvement #1:	Residential	Improvement Value:	N/A	Main Area:	1,770
State Code:	A1	Description:	RES	Gross Building Area:	2,274

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
MA	Main Area	FB1		1	1990	1977	1,770
CP	Carport	FB1		1	1990	1977	504

Improvement Features

MA Plumbing: 2, Roof Covering: Composition Shingle, Foundation: PIER, Fireplaces: S1 1, Accessories: Allowance, Bedrooms: 3, Interior Finish: Sheetrock, Flooring: Allowance, Heating/Cooling: Allowance

Improvement #2:	Misc Imp	Improvement Value:	N/A	Main Area:	0
State Code:	A1	Description:	STORAGE	Gross Building Area:	400

Type	Description	Class CD	Exterior Wall	Number of Units	EFF Year Built	Year	SQFT
STORA	Storage 2023	1670		1	1990	1990	400

Improvement Features

LAND

Land	Description	Acres	SQFT	Cost per SQFT	Market Value	Special Use Value
1	HOMESITE	1.5000	65,340	\$7.00	N/A	N/A

DEED HISTORY

Deed Date	Type	Description	Grantor/Seller	Grantee/Buyer	Book ID	Volume	Page	Instrument
8/9/21	GNV	GENERAL WD WITMER, PATSY L WITH		DMR HOMES & CONSTRUCTION LP				2021-146066
4/21/12	CD	CERTIFICATE WITMER, MAX T OF DEATH		WITMER, PATSY L				
	CONV	CONVERSION WITMER, MAX T		WITMER, MAX T		408	365	

DISCLAIMER

IMPORTANT - READ CAREFULLY: THIS REPORT OR DOCUMENTATION IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT A LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THE TITLE COMPANY DOES NOT INTEND TO GIVE OR EXPRESS ANY OPINION AS TO THE VALIDITY OR EFFECT OF THE INSTRUMENTS LISTED/PROVIDED. THIS REPORT OR DOCUMENTATION IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT OR DOCUMENTATION MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT REPUBLIC TITLE OF TEXAS, INC.'S PRIOR WRITTEN CONSENT. REPUBLIC TITLE OF TEXAS, INC. DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT OR DOCUMENTATION, RECIPIENT AGREES REPUBLIC TITLE OF TEXAS, INC.'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT OR DOCUMENTATION SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT REPUBLIC TITLE OF TEXAS, INC. WOULD NOT HAVE ISSUED THIS REPORT OR DOCUMENTATION BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. REPUBLIC TITLE OF TEXAS, INC. MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN. NONE OF THE INFORMATION CONTAINED HEREIN, OR THE ABSENCE OF OTHER INFORMATION, CONSTITUTES A REPRESENTATION TO ANY PARTY AS TO THE STATUS OF TITLE. IF A TITLE DEFECT OR ENCUMBRANCE SHOULD EXIST WHICH IS NOT DISCLOSED HEREIN, TITLE COMPANY SHALL NOT BE LIABLE BY REASON OF FURNISHING THIS LETTER OR FOR ANY VERBAL STATEMENTS RELATED THERETO. TITLE COMPANY SHALL NOT BE LIABLE FOR ANY TITLE DEFECT UNLESS A TITLE INSURANCE POLICY IS ISSUED INSURING AGAINST SUCH DEFECT AND THE APPLICABLE PREMIUM PAID; AND LIABILITY SHALL EXIST ONLY UNDER THE TERMS OF SUCH POLICY (AS PRESCRIBED BY THE TEXAS DEPARTMENT OF INSURANCE) AND IS MEASURED AND LIMITED THEREBY.

Any "maps" are furnished as aids in locating land/lot/property, i.e. providing a visual, in relation to the adjoining streets, natural boundaries and other land. This is not a survey of the land/lot/property depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

(Instruments provided/referenced are per our certification date of 2.2.2026.)

****** TAX INQUIRY ONLY SHOWS CURRENT YEAR TAXES ************* FOR INFORMATIONAL PURPOSES ONLY, MORE CURRENT DATA MIGHT BE AVAILABLE *********CAD Account Number Summary**

16807

CAD# 16807

Situs Address: 2328 S UECKER LN C12 C12 G01 S09
Assessed Owner: DMR HOMES & CONSTRUCTION LP
Mailing Address: 10065 ATWOOD DR FRISCO TX 75035-1058
Legal Description: A0052A L. BURGOIS TR 16 1.5 ACRES ABST/SUB ID A0052A
Acreage: 1.500
Deed: 2021 146066
Class Code: A1 - REAL, RESIDENTIAL, SINGLE-FAMILY
AG Value Applies: No

Assessed Values

Type	Previous Tax Year	Previous Value	Current Tax Year	Current Value
Land Value	2024	Not Available	2025	\$457,380
Improvement Value	2024	Not Available	2025	\$115,568
Total Value	2024	Not Available	2025	\$572,948
Total Tax Rate				1.7227470
Total Tax Estimate Without Exemptions:				\$9,870.44

Tax Entity Information**DENTON COUNTY**

Address: PO BOX 90223 DENTON, TX 76202 Phone: 972-434-8835
Tax Rate Year: 2025 Tax Rate: 0.1859380
Tax Acct #: 16807DEN Payments As Of: 02/02/2026
Exemptions: NONE
Comments: COUNTY REQUESTS THAT YOU SEND ONE (1) CHECK FOR
ALL ENTITIES THEY COLLECT MADE PAYABLE TO DAWN
WAYE, TAX A/C
EXEMPTS: HS-1%;O65-\$55,000;DIS-\$15,000

Tax Year	Base Tax	Base Due	Date Paid	Due 02/2026	Due 03/2026
2025	\$1,065.33	\$1,065.33		\$1,139.90	\$1,161.21
Subtotal:	\$1,065.33	\$1,065.33		\$1,139.90	\$1,161.21

Without Exemptions: \$1,065.33

This Tax Inquiry is being provided for informational purposes only and may be relied upon only by Republic Title of Texas, Inc. and/or its affiliates. The accuracy of this third party information may not be relied upon by any other party for any other purpose.

CITY OF LEWISVILLE

Address: COLL BY DENTON COUNTY

Phone: 972-434-8835

Tax Rate Year: 2025

Tax Rate: 0.4190090

Tax Acct #: 16807DEN

Payments As Of: 02/02/2026

Exemptions: NONE

Comments: EXEMPTS: HS-\$0;O65-\$60,000;DIS-\$20,000

Tax Year	Base Tax	Base Due	Date Paid	Due 02/2026	Due 03/2026
2025	\$2,400.70	\$2,400.70		\$2,568.75	\$2,616.76
Subtotal:	\$2,400.70	\$2,400.70		\$2,568.75	\$2,616.76

Without Exemptions: \$2,400.70**ISD - LEWISVILLE**

Address: COLLECTED BY DENTON CO

Phone: 972-434-8835

Tax Rate Year: 2025

Tax Rate: 1.1178000

Tax Acct #: 16807DEN

Payments As Of: 02/02/2026

Exemptions: NONE

Comments: EXEMPTS: HS-140,000;O65-60,000;DIS-60,000

Tax Year	Base Tax	Base Due	Date Paid	Due 02/2026	Due 03/2026
2025	\$6,404.41	\$6,404.41		\$6,852.72	\$6,980.81
Subtotal:	\$6,404.41	\$6,404.41		\$6,852.72	\$6,980.81

Without Exemptions: \$6,404.41**Summary of Account 16807**

Entity	Tax Year	Base Tax	Due 02/2026	Due 03/2026
DENTON COUNTY	2025	\$1,065.33	\$1,139.90	\$1,161.21
CITY OF LEWISVILLE	2025	\$2,400.70	\$2,568.75	\$2,616.76
ISD - LEWISVILLE	2025	\$6,404.41	\$6,852.72	\$6,980.81
Subtotal:		\$9,870.44	\$10,561.37	\$10,758.78



This Tax Inquiry is being provided for informational purposes only and may be relied upon only by Republic Title of Texas, Inc. and/or its affiliates. The accuracy of this third party information may not be relied upon by any other party for any other purpose.

****** TAX INQUIRY ONLY SHOWS CURRENT YEAR TAXES ************ FOR INFORMATIONAL PURPOSES ONLY, MORE CURRENT DATA MIGHT BE AVAILABLE ******

CAD Account Number Summary

16799

CAD# 16799

Situs Address: S UECKER LN C12 C12 G01 S09
Assessed Owner: DMR HOMES & CONSTRUCTION LP
Mailing Address: 10065 ATWOOD DR FRISCO TX 75035-1058
Legal Description: A0052A L. BURGOIS TR 13 1.31 ACRES OLD DCAD TR# 39 ABST/SUB ID A0052A
Acreage: 1.310
Deed: 2021 146062
Class Code: C2 - COMMERCIAL VACANT LOT
AG Value Applies: No

Assessed Values

Type	Previous Tax Year	Previous Value	Current Tax Year	Current Value
Land Value	2024	Not Available	2025	\$399,448
Improvement Value	2024	Not Available	2025	\$0
Total Value	2024	Not Available	2025	\$399,448
Total Tax Rate				1.7227470
Total Tax Estimate Without Exemptions:				\$6,881.48

Tax Entity Information

DENTON COUNTY

Address: PO BOX 90223 DENTON, TX 76202 Phone: 972-434-8835
Tax Rate Year: 2025 Tax Rate: 0.1859380
Tax Acct #: 16799DEN Payments As Of: 02/02/2026
Exemptions: NONE
Comments: COUNTY REQUESTS THAT YOU SEND ONE (1) CHECK FOR
ALL ENTITIES THEY COLLECT MADE PAYABLE TO DAWN
WAYE, TAX A/C
EXEMPTS: HS-1%;O65-\$55,000;DIS-\$15,000

Tax Year	Base Tax	Base Due	Date Paid	Due 02/2026	Due 03/2026
2025	\$742.73	\$742.73		\$794.72	\$809.58
Subtotal:	\$742.73	\$742.73		\$794.72	\$809.58

Without Exemptions: \$742.73

This Tax Inquiry is being provided for informational purposes only and may be relied upon only by Republic Title of Texas, Inc. and/or its affiliates. The accuracy of this third party information may not be relied upon by any other party for any other purpose.

CITY OF LEWISVILLE

Address: COLL BY DENTON COUNTY

Phone: 972-434-8835

Tax Rate Year: 2025

Tax Rate: 0.4190090

Tax Acct #: 16799DEN

Payments As Of: 02/02/2026

Exemptions: NONE

Comments: EXEMPTS: HS-\$0;O65-\$60,000;DIS-\$20,000

Tax Year	Base Tax	Base Due	Date Paid	Due 02/2026	Due 03/2026
2025	\$1,673.72	\$1,673.72		\$1,790.88	\$1,824.35
Subtotal:	\$1,673.72	\$1,673.72		\$1,790.88	\$1,824.35

Without Exemptions: \$1,673.72**ISD - LEWISVILLE**

Address: COLLECTED BY DENTON CO

Phone: 972-434-8835

Tax Rate Year: 2025

Tax Rate: 1.1178000

Tax Acct #: 16799DEN

Payments As Of: 02/02/2026

Exemptions: NONE

Comments: EXEMPTS: HS-140,000;O65-60,000;DIS-60,000

Tax Year	Base Tax	Base Due	Date Paid	Due 02/2026	Due 03/2026
2025	\$4,465.03	\$4,465.03		\$4,777.58	\$4,866.88
Subtotal:	\$4,465.03	\$4,465.03		\$4,777.58	\$4,866.88

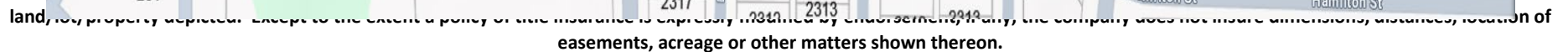
Without Exemptions: \$4,465.03**Summary of Account 16799**

Entity	Tax Year	Base Tax	Due 02/2026	Due 03/2026
DENTON COUNTY	2025	\$742.73	\$794.72	\$809.58
CITY OF LEWISVILLE	2025	\$1,673.72	\$1,790.88	\$1,824.35
ISD - LEWISVILLE	2025	\$4,465.03	\$4,777.58	\$4,866.88
Subtotal:		\$6,881.48	\$7,363.18	\$7,500.81



This Tax Inquiry is being provided for informational purposes only and may be relied upon only by Republic Title of Texas, Inc. and/or its affiliates. The accuracy of this third party information may not be relied upon by any other party for any other purpose.

[DCAD#:16798, 16799, 16802, 16805 AND 16807]



Denton County
Juli Luke
County Clerk

Instrument Number: 146066

ERecordings-RP

WARRANTY DEED

Recorded On: August 12, 2021 09:35 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$38.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 146066
Receipt Number: 20210812000223
Recorded Date/Time: August 12, 2021 09:35 AM
User: Denise W
Station: Station 18

Record and Return To:

Corporation Service Company



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed with Vendor's Lien

Date: August 9, 2021

CHICAGO TITLE

GF# 8058642100085A-RR

Grantor: Patsy L. Witmer

Grantor's Mailing Address: 3012 Fairland Dr. Highland Village TX 75077x

Grantee: DMR Homes & Constructions LP.

Grantor's Mailing Address: 3732 Sicily St. Irving, TX. 75038

Consideration: Cash and one note of even date executed by Grantee and referred to as the first-lien note. The first-lien note is payable to the order of ~~TEXAS HERITAGE NATIONAL BANK~~ in the principal amount of ONE MILLION SIX HUNDRED AND TEN THOUSAND ONE HUNDRED TWENTY-TWO AND NO/100 DOLLARS (\$1,610,122.00). The first-lien note is secured by the first and superior vendor's lien against, and superior title to, the Property retained in this deed and hereby transferred to TEXAS HERITAGE NATIONAL BANK and is also secured by a first-lien deed of trust of even date from Grantee to RUSSELL ALEXANDER, Trustee.

Property (including any improvements):

Active

Attached as Exhibit "A"

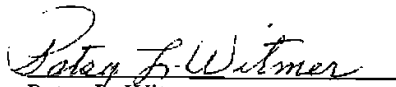
Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: Liens described as part of the Consideration, validly existing easements and all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2021 and subsequent years, which Grantee assumes and agrees to pay.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until the note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

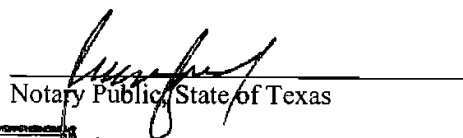

Patsy L. Witmer

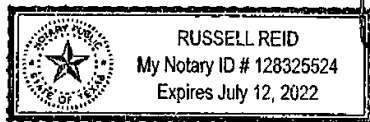
STATE OF TEXAS

COUNTY OF DALLAS

This instrument was signed or acknowledged before me on August 9, 2021 by Patsy L. Witmer.

(seal)


Notary Public, State of Texas



Prepared by:
Russell D. Reid, PLLC
270 N. Denton Tap Road, #120
Coppell, TX 75019
972-462-1800

After recording return to:
DMR Homes & Constructions, LP
3732 Sicily St.
Irving, TX. 75038

EXHIBIT A

BEING all that certain lot, tract, or parcel of land, situated in the L. Burgois survey, Abstract Number 52, Denton County, Texas, and being all of that certain called 1.5 acre tract of land, described in deed to Max T. Witmer, recorded in Volume 408, Page 365, Deed Records, Denton County, Texas, and being part of that certain called 122.86 acre tract of land described in deed to H. H. Uecker, recorded in Volume 65, Page 451, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" rebar found at the southwest corner of said Witmer tract, being the northwest corner of that certain tract of land, described in deed to Mary Helen brown and John Edward Huck, recorded in Document Number 2016-127668, Real Property Records, Denton County, Texas and being on the west line of said Uecker tract;

THENCE N 00° 59' 35" W, with the west line of said Witmer tract, and said Uecker tract, and generally with the remains of an old wire fence, a distance of 103.16 feet (called North, 103.5 feet), to a 1/2" rebar found at the northwest corner thereof, and being the southwest corner of that certain called 1.5 acre tract of land, described in deed to Roy S. Redding, recorded in Volume 408, Page 364, Deed Records, Denton County, Texas, from which a 1/2" capped rebar found stamped "Arthur Surveying Company" bears N 44° 37' E, a distance of 1.9 feet;

THENCE N 86° 05' 35" E, with the north line of said Witmer tract, and the south line of said Redding tract, a distance of 634.48 feet (called East, 626.1 feet), to a 1/2" rebar found at the common corner thereof, and being on the west line of Uecker Lane;

THENCE S 00° 04' 00" E, with the east line of said Witmer tract, and the west line of said Uecker Lane, a distance of 103.49 feet (called South, 103.5 feet), to a 1/2" rebar found at the southeast corner of said Witmer tract, and being the northeast corner of that certain tract of land, described in deed to Ray McBride, recorded in Document Number 2005-00747, Real Property Records, Denton County, Texas, from which a 1" pipe found at the southeast corner thereof bears S 00° 04' 00" E, a distance of 208.89 feet;

THENCE S 86° 06' 50" W, with the south line of said Witmer tract, and the north line of said McBride tract, passing at 316.54 feet the northwest corner thereof, and being the northeast corner of said Brown and Huck tract, continuing with the north line thereof, and generally with an old wire fence, a total distance of 632.79 feet (called West, 626.1 feet), to the POINT OF BEGINNING and containing approximately 1.500 acres of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.



**Denton County
Juli Luke
County Clerk**

Instrument Number: 146067

ERecordings-RP

DEED OF TRUST

Recorded On: August 12, 2021 09:35 AM

Number of Pages: 42

" Examined and Charged as Follows: "

Total Recording: \$190.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 146067
Receipt Number: 20210812000223
Recorded Date/Time: August 12, 2021 09:35 AM
User: Denise W
Station: Station 18

Record and Return To:

Corporation Service Company



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

Active

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF TRUST

CHICAGO TITLE

GF# ~~8058642100085A-RR~~

The Parties to this DEED OF TRUST ("Deed of Trust"), made to be effective as of August 9, 2021, are DMR HOMES & CONSTRUCTIONS LP, a Texas limited partnership, 3732 Sicily Street, Irving, Dallas County, Texas 75038 (hereinafter referred to as "Grantor"), RUSSELL ALEXANDER, Drawer W, Daingerfield, Morris County, Texas 75638 ("Trustee"), and TEXAS HERITAGE NATIONAL BANK, 107 Webb St., Daingerfield, Morris County, Texas 75638 ("Beneficiary").

ARTICLE 1. GRANT IN TRUST

1.1 GRANT. For the purposes of and upon the terms and conditions in this Deed of Trust and to secure the full and timely payment, performance and discharge of the Secured Obligations (as herein defined), Grantor irrevocably GRANTS, CONVEYS, ASSIGNS, BARGAINS, and SELLS and has by these presents GRANTED, CONVEYED, ASSIGNED, BARGAINED, and SOLD, to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all of that real property described on Exhibit A attached hereto, together with all right, title, interest, and privileges of Grantor in and to all streets, ways, roads, and alleys used in connection with or pertaining to such real property or the improvements thereon, all development rights or credits, air rights, water, water rights and water stock related to the real property, all timber, and all minerals, oil and gas, and other hydrocarbon substances in, on or under the real property, and all licenses, appurtenances, reversions, remainders, easements, rights and rights of way appurtenant or related thereto; all buildings, billboards, signs, poles, lights, other improvements and fixtures now or hereafter located on the real property, including, but not limited to, all apparatus, equipment, and appliances used in the operation or occupancy of the real property, it being intended by the parties that all such items shall be conclusively considered to be a part of the real property, whether or not attached or affixed to the real property (the "Improvements"); all interest or estate which Grantor may hereafter acquire in the property described above, including any leases and rents thereof, and all additions and accretions thereto, and the proceeds of any of the foregoing; (all of the foregoing being collectively referred to as the "Property"); the listing of specific rights or property shall not be interpreted as a limit of general terms; TO HAVE AND TO HOLD the Property unto Trustee, forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND the title to the Property unto Trustee against every person whomsoever lawfully claiming or to claim the same or any part thereof; provided, however, that if Grantor shall pay (or cause to be paid) and shall perform and discharge (or cause to be performed and discharged) the Secured Obligations on or before the date same are to be paid, performed, and discharged, then the liens, security interests, estates, rights, and titles granted by this Deed of

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Trust shall terminate in accordance with the provisions hereof, otherwise same shall remain in full force and effect. A certificate or other written statement executed on behalf of Trustee or Beneficiary confirming that the Secured Obligations have not been fully and finally paid, performed or discharged shall be sufficient evidence thereof for the purpose of reliance by third parties on such fact.

1.2 Special Covenant Regarding Tax Lien Financing:

Grantor hereby grants to Lender the sole and exclusive first option and a right of first refusal to provide financing for the payment of any ad valorem tax obligation owed against the Property, including (without limitation) the right to receive a transfer of any such tax lien under Texas Tax Code §32.06, as such Code section may be hereafter amended or revised. Moreover, Grantor covenants and agrees that Grantor shall not authorize any person other than Lender to pay the ad valorem taxes owed against the Property unless or until a) Lender has been given written notice of Grantor's intention to authorize another person to pay such taxes and to receive an assignment under Texas Tax Code §32.06, and b) Lender has refused, after the expiration of forty-five (45) days from the date Lender actually received such written notice, to finance such taxes. **Grantor's failure to comply with the terms of this provision shall be considered a material event of default under the terms of the Note and this deed of trust. All persons considering the possibility of providing financing for the payment of taxes owed against the Property are hereby given notice of Lender's exclusive first option and right of first refusal to provide such financing and are further notified that any effort to circumvent or disregard such rights of Lender are a tortious interference with Lender's contract between it and Grantor.**

ARTICLE 2. OBLIGATIONS SECURED

2.1 OBLIGATIONS SECURED. Grantor makes this Deed of Trust for the purpose of securing the following obligations ("Secured Obligations"):

- (a) Payment to Beneficiary of all sums at any time owing under that certain Promissory Note ("Note") of even date herewith, in the principal amount of \$1,610,122.00, executed by Grantor, as borrower, and payable to the order of Beneficiary, as lender; and
- (b) And performance of all covenants and obligations of Grantor under this Deed of Trust; and
- (c) Payment and performance of all covenants and obligations on the part of Grantor under that certain Loan Agreement ("Loan Agreement") of even date herewith by and between Grantor and Beneficiary, as lender; and
- (d) Payment and performance of all covenants and obligations, if any, of any rider attached as an Exhibit to this Deed of Trust; and

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(e) Payment and performance of all future advances and other obligations that the then record owner of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when such future advance or obligation is evidenced by a writing which recites that it is secured by this Deed of Trust; and

(f) All modifications, extensions, and renewals of any of the obligations secured hereby, however evidenced, including, without limitation: (i) modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating payment dates wholly or partly; or (ii) modifications, extensions or renewals at a different rate of interest whether or not in the case of a note, the modification, extension or renewal is evidenced by a new or additional promissory note or notes.

2.2 OBLIGATIONS. The term "obligations" is used herein in its broadest and most comprehensive sense and shall be deemed to include, without limitation, all interest and charges, prepayment charges (if any), late charges and loan fees at any time accruing or assessed on any of the Secured Obligations.

Cross-Collateralization. Collateral securing the underlying obligation or Loan is hereby and shall be cross-collateralized and pledged to secure all other loans between Lender and Borrower. Collateral securing all other loans of Borrower is hereby and shall be cross-collateralized and pledged to secure this loan.

Cross-Default. If Borrower is in default of any of its loans with Borrower then Lender may declare that all loans between Borrower and Lender to be in default.

2.3 INCORPORATION. All terms of the Secured Obligations and the documents evidencing such obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Property shall be deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that: (a) the Note or the Loan Agreement may permit borrowing, repayment and re-borrowing so that repayments shall not reduce the amounts of the Secured Obligations; and (b) the rate of interest on one or more Secured Obligations may vary from time to time.

ARTICLE 3. ASSIGNMENT OF LEASES AND RENTS

3.1 ASSIGNMENT. Grantor hereby irrevocably assigns to Beneficiary all of Grantor's right, title, and interest in, to and under: (a) all leases of the Property or any portion thereof, and all other agreements of any kind relating to the use or occupancy of the Property or any portion thereof, whether now existing or entered into after the date hereof ("Leases"); and (b) the rents, revenue, income, issues, deposits and profits of the Property, including, without limitation, all amounts payable and all rights and benefits accruing to Grantor under the Leases ("Payments"). The term "Leases" shall also include all guarantees of and security for the lessees' performance thereunder, and all amendments, extensions, renewals or modifications thereto

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which are permitted hereunder. This is a present and absolute assignment, not an assignment for security purposes only, and Beneficiary's right to the Leases and Payments is not contingent upon, and may be exercised without possession of, the Property.

3.2 GRANT OF LICENSE. Beneficiary confers upon Grantor a license ("License") to collect and retain the Payments as they become due and payable, until the occurrence of a Default (as hereinafter defined). Upon a Default, the License shall be automatically revoked, and Beneficiary may collect and apply the Payments pursuant to Section 6.4 without notice and without taking possession of the Property. Grantor hereby irrevocably authorizes and directs the lessees under the Leases to rely upon and comply with any notice or demand by Beneficiary for the payment to Beneficiary of any rental or other sums which may at any time become due under the Leases, or for the performance of any of the lessees' undertakings under the Leases, and the lessees shall have no right or duty to inquire as to whether any Default has actually occurred or is then existing hereunder. Grantor hereby relieves the lessees from any liability to Grantor by reason of relying upon and complying with any such notice or demand by Beneficiary.

3.3 EFFECT OF ASSIGNMENT. The foregoing irrevocable assignment shall not cause Beneficiary to be: (a) a mortgagee in possession; (b) responsible or liable for the control, care, management or repair of the Property or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants, and conditions of the Leases; or (c) responsible or liable for any waste committed on the Property by the lessees under any of the Leases or any other parties; for any dangerous or defective condition of the Property; or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee, invitee or other person. Beneficiary and Trustee shall not directly or indirectly be liable to Grantor or any other person as a consequence of: (a) the exercise or failure to exercise by Beneficiary or Trustee, or any of their respective employees, agents, contractors or subcontractors, any of the rights, remedies or powers granted to Beneficiary or Trustee hereunder; or (b) the failure or refusal of Beneficiary to perform or discharge any obligation, duty or liability of Grantor arising under the Leases.

3.4 REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that: (a) the Schedule of Leases attached hereto as Schedule 1 is, as of the date hereof, a true, accurate, and complete list of all Leases; (b) all existing Leases are in full force and effect and are enforceable in accordance with their respective terms, and no breach or default, or event which would constitute a breach or default after notice or the passage of time, or both, exists under any existing Leases on the part of any party; (c) no rent or other payment under any existing Lease has been paid by any lessee for more than one (1) month in advance; and (d) none of the lessor's interests under any of the Leases has been transferred or assigned.

3.5 COVENANTS. Grantor covenants and agrees at Grantor's sole cost and expense to: (a) perform the obligations of lessor contained in the Leases and enforce by all available remedies performance by the lessees of the obligations of the lessees contained in the Leases; (b) give Beneficiary prompt written notice of any default which occurs with respect to any of the Leases, whether the default be that of the lessee or of the lessor; (c) exercise Grantor's best efforts to keep all portions of the Property leased that are capable of being leased at all times at

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rentals not less than the fair market rental value; (d) deliver to Beneficiary fully executed, counterpart original(s) of each and every Lease if requested to do so; and (e) execute and record such additional assignments of any Lease or specific subordinations (or subordination, attornment, and non-disturbance agreements executed by the lessor and lessee) of any Lease to the Deed of Trust, in form and substance acceptable to Beneficiary, as Beneficiary may request. Grantor shall not, without Beneficiary's prior written consent or as otherwise permitted by any provision of the Loan Agreement: (a) enter into any Leases after the date hereof; (b) execute any other assignment relating to any of the Leases; (c) discount any rent or other sums due under the Leases or collect the same in advance, other than to collect rentals one (1) month in advance of the time when it becomes due; (d) terminate, modify or amend any of the terms of the Leases or in any manner release or discharge the lessees from any obligations thereunder; (e) consent to any assignment or subletting by any lessee; or (f) subordinate or agree to subordinate any of the Leases to any other deed of trust or encumbrance. Any such attempted action in violation of the provisions of this Section 3.5 shall be null and void. Without in any way limiting the requirement of Beneficiary's consent hereunder, any sums received by Grantor in consideration of any termination (or the release or discharge of any lessee) modification or amendment of any Lease shall be applied to reduce the outstanding Secured Obligations and any such sums received by Grantor shall be held in trust by Grantor for such purpose.

3.6 ESTOPPEL CERTIFICATES. Within thirty (30) days after written request by Beneficiary, Grantor shall deliver to Beneficiary and to any party designated by Beneficiary estoppel certificates executed by Grantor and by each of the lessees, in recordable form, certifying (if such be the case): (a) that the foregoing assignment and the Leases are in full force and effect; (b) the date of each lessee's most recent payment of rent; (c) that there are no defenses or offsets outstanding, or stating those claimed by Grantor or lessees under the foregoing assignment or the Leases, as the case may be; and (d) any other information reasonably requested by Beneficiary.

ARTICLE 4. SECURITY AGREEMENT AND FIXTURE FILING

4.1 SECURITY INTEREST. Grantor hereby grants and assigns to Beneficiary as of the "Effective Date" (defined in the Loan Agreement) a security interest, to secure payment and performance of all of the Secured Obligations, in all of the following described personal property in which Grantor now or at any time hereafter has any interest (collectively, the "Collateral"):

All goods (including, without limitation), building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs, and other personal property and embedded software included therein and supporting information), wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on: (i) the real property described on Exhibit A attached hereto and incorporated by reference herein (to the extent the same are not effectively made a part of the real property pursuant to Section 1.1 above); or (ii) the Improvements (which real property and Improvements are collectively referred to herein as the Property); together with all rents derived from the Property (to the extent, if any, they are not subject to Article 3); all inventory, accounts, cash receipts, deposit accounts,

accounts receivable, contract rights, licenses, agreements, general intangibles (including payment intangibles and software); chattel paper (whether electronic or tangible), instruments (including, without limitation, promissory notes), documents, drafts, letters of credit (whether electronic or tangible), letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, operation, sale or disposition of the Property or any business now or hereafter conducted thereon by Grantor; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Property; all deposits or other security now or hereafter made with or given to utility companies by Grantor with respect to the Property; all advance payments of insurance premiums made by Grantor with respect to the Property; all plans, drawings and specifications relating to the Property; all loan funds held by Beneficiary, whether or not disbursed; all funds deposited with Beneficiary pursuant to any loan agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings, and payments of any kind related to the Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records, and files relating to any of the foregoing.

As to all of the above Collateral which is or which hereafter becomes a "fixture" under applicable law, this Deed of Trust constitutes a fixture filing under Article 9 of the Texas Business and Commerce Code, as amended or re-codified from time to time ("UCC").

The filing of a financing statement covering the Collateral shall not be construed to derogate from or impair the lien or provisions of this Deed of Trust with respect to any property described herein which is real property or which the parties have agreed to treat as real property. Similarly, nothing in such financing statement shall be construed to alter any of the rights of Beneficiary under this Deed of Trust or the priority of the Beneficiary's lien created hereby, and such financing statement is declared to be for the protection of Beneficiary in the event any court shall at any time hold that notice of Beneficiary's priority of interest in any property or interests described in this Deed of Trust must, in order to be effective against a particular class of persons, including, but not limited to, the federal government and any subdivision, agency or entity of the federal government, be filed in the Uniform Commercial Code records.

4.2 REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that: (a) Grantor has, and will have, good title to the Collateral; (b) Grantor has not previously assigned or encumbered the Collateral, and no financing statement covering any of the Collateral has been delivered to any other person or entity; (c) Grantor's principal place of business is located at the address shown in Section 7.11; and (d) Grantor's legal name is exactly as set forth on the first page of this Deed of Trust and all of Grantor's organizational documents or agreements delivered to Beneficiary are complete and accurate in every respect.

4.3 COVENANTS. Grantor agrees: (a) to execute and deliver such documents as Beneficiary deems necessary to create, perfect and continue the security interests contemplated hereby; (b) not to change its name, and as applicable, its chief executive office, its principal residence or the jurisdiction in which it is organized and/or registered without giving Beneficiary thirty (30) days' prior written notice thereof; (c) to reasonably cooperate with Beneficiary in perfecting all security interests granted herein and in obtaining such agreements from third parties as Beneficiary deems necessary, proper or convenient in connection with the creation, preservation, perfection, priority or enforcement of any of its rights hereunder; and (d) that Beneficiary is authorized to file financing statements in the name of Grantor to perfect Beneficiary's security interest in Collateral. In addition to the foregoing obligations of Grantor, Grantor understands and agrees that Beneficiary may, by written notice to Grantor not more than once in any twelve (12) month period (unless a Default has occurred, or any other event has occurred that affects the value of the Collateral as reasonably determined by Landlord), require Grantor, as an obligation of this Deed of Trust and at the sole cost and expense of Grantor, to furnish to Beneficiary a written appraisal on the property described in this Deed of Trust.

4.4 RIGHTS OF BENEFICIARY. In addition to Beneficiary's rights as a "Secured Party" under the UCC, Beneficiary may, but shall not be obligated to, at any time upon reasonable notice (unless a Default has occurred, whereupon no notice shall be required) and at the expense of Grantor: (a) give notice to any person of Beneficiary's rights hereunder and enforce such rights at law or in equity; (b) insure, protect, defend, and preserve the Collateral or any rights or interests of Beneficiary therein; (c) inspect the Collateral; and (d) endorse, collect and receive any right to payment of money owing to Grantor under or from the Collateral. Notwithstanding the above, in no event shall Beneficiary be deemed to have accepted any property other than cash in satisfaction of any obligation of Grantor to Beneficiary unless Beneficiary shall make an express written proposal thereof under UCC §9.621, or other applicable law, and the provisions of UCC §9.620 have been satisfied.

4.5 RIGHTS OF BENEFICIARY ON DEFAULT. Upon the occurrence of a Default (hereinafter defined) under this Deed of Trust, then in addition to all of Beneficiary's rights as a "Secured Party" under the UCC or otherwise at law:

(a) Beneficiary may: (i) upon written notice, require Grantor to assemble any or all of the Collateral and make it available to Beneficiary at a place designated by Beneficiary; (ii) without prior notice, enter upon the Property or other place where any of the Collateral may be located and take possession of, collect, sell, lease, license, and dispose of any or all of the Collateral, and store the same at locations acceptable to Beneficiary at Grantor's expense; (iii) sell, assign, and deliver at any place or in any lawful manner all or any part of the Collateral and bid and become the purchaser at any such sales; and

(b) Beneficiary may, for the account of Grantor and at Grantor's expense: (i) operate, use, consume, sell, lease, license or dispose of the Collateral as Beneficiary deems appropriate for the purpose of performing any or all of the Secured Obligations; (ii) enter into any agreement, compromise, or settlement, including insurance claims,

which Beneficiary may deem desirable or proper with respect to any of the Collateral; and (iii) endorse and deliver evidences of title for, and receive, enforce and collect by legal action or otherwise, all indebtedness and obligations now or hereafter owing to Grantor in connection with or on account of any or all of the Collateral; and

(c) In disposing of Collateral hereunder, Beneficiary may disclaim all warranties of title, possession, quiet enjoyment, and the like. Any proceeds of any disposition of any Collateral may be applied by Beneficiary to the payment of expenses incurred by Beneficiary in connection with the foregoing, including reasonable attorneys' fees, and the balance of such proceeds may be applied by Beneficiary toward the payment of the Secured Obligations in such order of application as Beneficiary may from time to time elect.

Notwithstanding any other provision hereof, Beneficiary shall not be deemed to have accepted any property other than cash in satisfaction of any obligation of Grantor to Beneficiary unless Beneficiary shall make an express written proposal thereof under UCC §9.621, or other applicable law, and the provisions of UCC §9.620 have been satisfied. Grantor agrees that Beneficiary shall have no obligation to process or prepare any Collateral for sale or other disposition.

4.6 POWER OF ATTORNEY. Grantor hereby irrevocably appoints Beneficiary as Grantor's attorney-in-fact (such agency being coupled with an interest), and as such attorney-in-fact Beneficiary may, without the obligation to do so, in Beneficiary's name, or in the name of Grantor, prepare, execute, and file or record financing statements, continuation statements, applications for registration, and like papers necessary to create, perfect or preserve any of Beneficiary's security interests and rights in or to any of the Collateral, and, upon a Default hereunder, take any other action required of Grantor; provided, however, that Beneficiary as such attorney-in-fact shall be accountable only for such funds as are actually received by Beneficiary.

4.7 POSSESSION AND USE OF COLLATERAL. Except as otherwise provided in this Section or the other Loan Documents (as defined in the Loan Agreement), so long as no Default exists under this Deed of Trust or any of the Loan Documents, Grantor may possess, use, move, transfer or dispose of any of the Collateral in the ordinary course of Grantor's business and in accordance with the Loan Agreement.

ARTICLE 5. RIGHTS AND DUTIES OF THE PARTIES

5.1 TITLE. Grantor represents and warrants that, except as disclosed to Beneficiary in a writing which refers to this warranty, Grantor lawfully holds and possesses fee simple title to the Property without limitation on the right to encumber, and that this Deed of Trust is a first and prior lien on the Property. Grantor hereby represents and warrants that all of the Property is a single tax parcel, and there are no properties included in such tax parcel other than the Property. Grantor further covenants and agrees that it shall not cause all or any portion of the Property to be replatted or for any lots or boundary lines to be adjusted, changed or altered for either ad valorem tax purposes or otherwise, and shall not consent to the assessment of the Property in

more than one tax parcel or in conjunction with any property other than the Property. This Deed of Trust is subject only to those matters set forth in the Title Policy approved by Lender and effective as of the date the initial proceeds of the Loan are disbursed.

5.2 TAXES AND ASSESSMENTS. Subject to Grantor's rights to contest payment of taxes as may be provided in the Loan Agreement, Grantor shall pay prior to delinquency all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Property and Collateral or any interest therein (collectively, "Taxes"). Grantor shall also pay prior to delinquency all taxes, assessments, levies and charges imposed by any public authority upon Beneficiary by reason of its interest in any Secured Obligation or in the Property and Collateral, or by reason of any payment made to Beneficiary pursuant to any Secured Obligation; provided, however, Grantor shall have no obligation to pay taxes which may be imposed from time to time upon Beneficiary and which are measured by and imposed upon Beneficiary's net income. It is agreed and understood that Grantor shall provide to Beneficiary, on or before January 31 of each year during the term of any Secured Obligations, written evidence that all Taxes have been paid in full.

5.3 TAX AND INSURANCE IMPOUNDS. At Beneficiary's option and upon its demand, following the occurrence of a default, Grantor, shall, until all Secured Obligations have been paid in full, pay to Beneficiary monthly, annually or as otherwise directed by Beneficiary an amount estimated by Beneficiary to be equal to: (a) all taxes, assessments and levies, and charges imposed by any public or quasi-public authority or utility company which are or may become a lien upon the Property or Collateral and will become due for the tax year during which such payment is so directed; and (b) premiums for fire, hazard, and liability insurance required or requested pursuant to the Loan Documents when same are next due. If Beneficiary determines that any amounts paid by Grantor are insufficient for the payment in full of such taxes, assessments, levies, charges and/or insurance premiums, Beneficiary shall notify Grantor of the increased amounts required to pay all amounts when due, whereupon Grantor shall pay to Beneficiary within thirty (30) days thereafter the additional amount as stated in Beneficiary's notice. All sums so paid shall not bear interest, except to the extent and in any minimum amount required by law; and Beneficiary shall, unless Grantor is otherwise in Default hereunder or under any Secured Obligation, apply said funds to the payment of, or at the sole option of Beneficiary release said funds to Grantor for the application to and payment of, such sums, taxes, assessments, levies, charges, and insurance premiums. Upon Default by Grantor hereunder or under any Loan Document, Beneficiary may apply all or any part of said sums to any Secured Obligation and/or to cure such Default, in which event Grantor shall be required to restore all amounts so applied, as well as to cure any other events or conditions of Default not cured by such application. Upon assignment of this Deed of Trust, Beneficiary shall have the right to assign all amounts collected and in its possession to its assignee whereupon Beneficiary and the Trustee shall be released from all liability with respect thereto. Within ninety-five (95) days following full repayment of the Secured Obligations (other than full repayment of the Secured Obligations as a consequence of a foreclosure or conveyance in lieu of foreclosure of the liens and security interests securing the Secured Obligations) or at such earlier time as Beneficiary

may elect, the balance of all amounts collected and in Beneficiary's possession shall be paid to Grantor and no other party shall have any right or claim thereto.

5.4 PERFORMANCE OF SECURED OBLIGATIONS. Grantor shall promptly pay and perform each Secured Obligation when due.

5.5 LIENS, ENCUMBRANCES AND CHARGES. Notwithstanding anything in the Loan Documents to the contrary, Grantor shall immediately discharge any lien not approved by Beneficiary in writing that has or may attain priority over this Deed of Trust. Subject to the provisions of the Loan Agreement regarding mechanics' liens, Grantor shall pay when due all obligations secured by or which may become liens and encumbrances which shall now or hereafter encumber or appear to encumber all or any part of the Property or Collateral or any interest therein, whether senior or subordinate hereto. Grantor shall pay from time to time prior to or when due, all lawful claims and demands of mechanics, materialmen, laborers, and others that, if unpaid, might result in, or permit the creation of a lien on the Property or any part of it, or on the Rents arising therefrom, and in general shall not do or cause to be done everything necessary so that the lien and security interest of this Deed of Trust shall be fully preserved, at Grantor's expense, without expense to the Beneficiary; provided, however, that if any law empowers Grantor to discharge of record any mechanics', laborer's, materialman's, or other lien against the Property by the posting of a bond or other security, Grantor shall not have to make such payment if Grantor posts such bond or other security on the earlier of (a) ten days after the filing or recording of same, or (b) within the time prescribed by law, so as not to place the Property in jeopardy of a lien or forfeiture.

5.6 DAMAGES; INSURANCE, AND CONDEMNATION PROCEEDS.

(a) The following (whether now existing or hereafter arising) are all absolutely and irrevocably assigned by Grantor to Beneficiary and, at the request of Beneficiary, shall be paid directly to Beneficiary: (i) all awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation for public or private use affecting all or any part of, or any interest in, the Property or Collateral; (ii) all other claims and awards for damages to, or decrease in value of, all or any part of, or any interest in, the Property or Collateral; (iii) all proceeds of any insurance policies (whether or not expressly required by Beneficiary to be maintained by Trustor, including, but not limited to, earthquake insurance, and terrorism insurance, if any) payable by reason of loss sustained to all or any part of the Property or Collateral; and (iv) all interest which may accrue on any of the foregoing. Subject to applicable law, and without regard to any requirement contained in clause (d) of Section 5.7, Beneficiary may at its discretion apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any claim and may apply the balance to the Secured Obligations in any order acceptable to Beneficiary, and/or Beneficiary may release all or any part of the proceeds to Grantor upon any conditions Beneficiary may impose. Beneficiary may commence, appear in, defend or prosecute any assigned claim or action and may adjust, compromise, settle and collect all claims and awards assigned to Beneficiary; provided, however, in no event shall Beneficiary be responsible for any

failure to collect any claim or award, regardless of the cause of the failure, including, without limitation, any malfeasance or nonfeasance by Beneficiary or its employees or agents.

(b) At its sole option, Beneficiary may permit insurance or condemnation proceeds held by Beneficiary to be used for repair or restoration but may condition such application upon reasonable conditions, including, without limitation: (i) the deposit with Beneficiary of such additional funds which Beneficiary determines are needed to pay all costs of the repair or restoration, (including, without limitation, taxes, financing charges, insurance, and rent during the repair period); (ii) the establishment of an arrangement for lien releases and disbursement of funds acceptable to Beneficiary (the arrangement contained in the Loan Agreement for obtaining lien releases and disbursing loan funds shall be deemed reasonable with respect to disbursement of insurance or condemnation proceeds); (iii) the delivery to Beneficiary of plans and specifications for the work, a contract for the work signed by a contractor acceptable to Beneficiary, a cost breakdown for the work, and a payment and performance bond for the work, all of which shall be acceptable to Beneficiary; and (iv) the delivery to Beneficiary of evidence acceptable to Beneficiary (A) that after completion of the work the income from the Property and Collateral will be sufficient to pay all expenses and debt service for the Property and Collateral; (B) of the continuation of Leases acceptable to and required by Beneficiary; (C) that upon completion of the work, the size, capacity, and total value of the Property and Collateral will be at least as great as it was before the damage or condemnation occurred; (D) that there has been no material adverse change in the financial condition or credit of Grantor since the date of this Deed of Trust; and (E) of the satisfaction of any additional conditions that Beneficiary may reasonably establish to protect its security. Grantor hereby acknowledges that the conditions described above are reasonable, and, if such conditions have not been satisfied within thirty (30) days of receipt by Beneficiary of such insurance or condemnation proceeds, then Beneficiary may apply such insurance or condemnation proceeds to pay the Secured Obligations in such order and amounts as Beneficiary in its sole discretion may choose.

5.7 MAINTENANCE AND PRESERVATION OF THE PROPERTY. Subject to the provisions of the Loan Agreement, Grantor covenants: (a) to insure the Property and Collateral against such risks as Beneficiary may require and, at Beneficiary's request, to provide evidence of such insurance to Beneficiary, and to comply with the requirements of any insurance companies providing such insurance; (b) to keep the Property and Collateral in good condition and repair, reasonable wear and tear excepted; (c) not to remove or demolish the Property or Collateral or any part thereof, not to alter, restore or add to the Property or Collateral and not to initiate or acquiesce in any change in any zoning or other land classification which affects the Property without Beneficiary's prior written consent or as provided in the Loan Agreement; (d) to complete or restore promptly and in good and workmanlike manner the Property and Collateral, or any part thereof which may be damaged or destroyed, without regard to whether Beneficiary elects to require that insurance proceeds be used to reduce the Secured Obligations as provided in Section 5.6; (e) to comply with all laws, ordinances, regulations, and standards, and all covenants, conditions, restrictions, and equitable servitudes, whether public or private, of

every kind and character which affect the Property or Collateral and pertain to acts committed or conditions existing thereon, including, without limitation, any work, alteration, improvement or demolition mandated by such laws, covenants or requirements; (f) not to commit or permit waste of the Property or Collateral; and (g) to do all other acts which from the character or use of the Property or Collateral may be reasonably necessary to maintain and preserve its value.

5.8 DEFENSE AND NOTICE OF LOSSES, CLAIMS, AND ACTIONS. At Grantor's sole expense, Grantor shall protect, preserve, and defend the Property and Collateral and title to and right of possession of the Property and Collateral, the security hereof, and the rights and powers of Beneficiary and Trustee hereunder against all adverse claims. Grantor shall give Beneficiary and Trustee prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding, of the occurrence of any damage to the Property or Collateral, and of any condemnation offer or action.

5.9 ACCEPTANCE OF TRUST; POWERS AND DUTIES OF TRUSTEE.

(a) Trustee accepts this trust when this Deed of Trust is delivered by Grantor to Beneficiary. Except as may be required by applicable law, Trustee may from time to time apply to any court of competent jurisdiction for aid and direction in the execution of the trust hereunder and the enforcement of the rights and remedies available hereunder, and may obtain orders or decrees directing or confirming or approving acts in the execution of said trust and the enforcement of said remedies.

(b) Trustee shall not be required to take any action toward the execution and enforcement of the trust hereby created or to institute, appear in, or defend any action, suit, or other proceeding in connection therewith where, in his opinion, such action would be likely to involve him in expense or liability, unless requested so to do by a written instrument signed by Beneficiary and, if Trustee so requests, unless Trustee is tendered security and indemnity satisfactory to Trustee against any and all cost, expense, and liability arising therefrom. Trustee shall not be responsible for the execution, acknowledgment, or validity of the Loan Documents, or for the proper authorization thereof, or for the sufficiency of the lien and security interest purported to be created hereby, and Trustee makes no representation in respect thereof or in respect of the rights, remedies, and recourses of Beneficiary.

(c) With the approval of Beneficiary, Trustee shall have the right to take any and all of the following actions: (i) to select, employ, and advise with counsel (who may be, but need not be, counsel for Beneficiary) upon any matters arising hereunder, including the preparation, execution, and interpretation of the Loan Documents, and shall be fully protected in relying as to legal matters on the advice of counsel; (ii) to execute any of the trusts and powers hereof and to perform any duty hereunder either directly or through his agents or attorneys; (iii) to select and employ, in and about the execution of his duties hereunder, suitable accountants, engineers, and other experts, agents, and attorneys-in-fact, either corporate or individual, not regularly in the employ of Trustee, and Trustee shall not be answerable for any act, default, negligence, or misconduct of any

such accountant, engineer or other expert, agent or attorney-in-fact, if selected with reasonable care, or for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever, except for Trustee's gross negligence or bad faith; and (iv) any and all other lawful action as Beneficiary may instruct Trustee to take to protect or enforce Beneficiary's rights hereunder. Trustee shall not be personally liable in case of entry by Trustee, or anyone entering by virtue of the powers herein granted to Trustee, upon the Property for debts contracted for or liability or damages incurred in the management or operation of the Property. Trustee shall have the right to rely on any instrument, document, or signature authorizing or supporting any action taken or proposed to be taken by Trustee hereunder, believed by Trustee in good faith to be genuine. Trustee shall be entitled to reimbursement for expenses incurred by Trustee in the performance of Trustee's duties hereunder and to reasonable compensation for such of Trustee's services hereunder as shall be rendered. GRANTOR WILL, FROM TIME TO TIME, PAY THE COMPENSATION DUE TO TRUSTEE HEREUNDER AND REIMBURSE TRUSTEE FOR, AND INDEMNIFY AND HOLD HARMLESS TRUSTEE AGAINST, ANY AND ALL LIABILITY AND EXPENSES WHICH MAY BE INCURRED BY TRUSTEE IN THE PERFORMANCE OF TRUSTEE'S DUTIES.

(d) All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by applicable law) and Trustee shall be under no liability for interest on any moneys received by Trustee hereunder.

(e) Should any deed, conveyance, or instrument of any nature be required from Grantor by any Trustee or substitute Trustee to more fully and certainly vest in and confirm to the Trustee or substitute Trustee such estates, rights, powers, and duties, then, upon request by the Trustee or substitute Trustee, any and all such deeds, conveyances, and instruments shall be made, executed, acknowledged, and delivered and shall be caused to be recorded and/or filed by Grantor.

(f) By accepting or approving anything required to be observed, performed, or fulfilled or to be given to Trustee pursuant to the Loan Documents, including, without limitation, any deed, conveyance, instrument, officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or insurance policy, Trustee shall not be deemed to have warranted, consented to, or affirmed the sufficiency, legality, effectiveness, or legal effect of the same, or of any term, provision, or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or affirmation with respect thereto by Trustee.

5.10 COMPENSATION; EXCULPATION; INDEMNIFICATION.

(a) In the event of a Default by Grantor, Grantor shall pay Trustee's fees and reimburse Trustee for expenses in the administration of this trust, including reasonable

attorneys' fees. Subject to the provisions of Section 7.12, Grantor shall pay to Beneficiary reasonable compensation for services rendered concerning this Deed of Trust, including, without limit, any statement of amounts owing under any Secured Obligation. Beneficiary shall not directly or indirectly be liable to Grantor or any other person as a consequence of: (i) the exercise of the rights, remedies or powers granted to Beneficiary in this Deed of Trust; (ii) the failure or refusal of Beneficiary to perform or discharge any obligation or liability of Grantor under any agreement related to the Property or Collateral or under this Deed of Trust; or (iii) any loss sustained by Grantor or any third party resulting from Beneficiary's failure (WHETHER BY MALFEASANCE, NONFEASANCE OR REFUSAL TO ACT) to lease the Property after a Default (hereinafter defined) OR FROM ANY OTHER ACT OR OMISSION (REGARDLESS OF WHETHER SAME CONSTITUTES NEGLIGENCE) OF BENEFICIARY IN MANAGING THE PROPERTY AFTER A DEFAULT, unless the loss is caused by the gross negligence or willful misconduct of Beneficiary and no such liability shall be asserted against or imposed upon Beneficiary, and all such liability is hereby expressly waived and released by Grantor.

(b) GRANTOR INDEMNIFIES TRUSTEE AND BENEFICIARY AGAINST, AND HOLDS TRUSTEE AND BENEFICIARY HARMLESS FROM, ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, COURT COSTS, REASONABLE ATTORNEYS' FEES, AND OTHER LEGAL EXPENSES, COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER EXPENSES WHICH EITHER MAY SUFFER OR INCUR: (I) BY REASON OF THIS DEED OF TRUST; (II) BY REASON OF THE EXECUTION OF THIS DEED OF TRUST OR IN PERFORMANCE OF ANY ACT REQUIRED OR PERMITTED HEREUNDER OR BY LAW; (III) AS A RESULT OF ANY FAILURE OF GRANTOR TO PERFORM GRANTOR'S OBLIGATIONS; OR (IV) BY REASON OF ANY ALLEGED OBLIGATION OR UNDERTAKING ON BENEFICIARY'S PART TO PERFORM OR DISCHARGE ANY OF THE REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS CONTAINED IN ANY OTHER DOCUMENT RELATED TO THE PROPERTY AND COLLATERAL. THE ABOVE OBLIGATION OF GRANTOR TO INDEMNIFY AND HOLD HARMLESS TRUSTEE AND BENEFICIARY SHALL SURVIVE THE RELEASE AND CANCELLATION OF THE SECURED OBLIGATIONS AND THE RELEASE OR PARTIAL RELEASE OF THE LIEN OF THIS DEED OF TRUST.

(c) Grantor shall pay all amounts and indebtedness arising under this Section 5.10 immediately upon written demand by Trustee or Beneficiary together with interest thereon from the date the indebtedness arises at the rate of interest then applicable to the principal balance of the Note as specified therein.

5.11 SUBSTITUTION OF TRUSTEES. Trustee may resign by the giving of notice of such resignation in writing or verbally to Beneficiary. If Trustee shall die, resign, or become disqualified from acting in the execution of this trust, or if, for any reason, Beneficiary shall prefer to appoint a substitute trustee or multiple substitute trustees, or successive substitute

trustees or successive multiple substitute trustees, to act instead of the aforementioned Trustee, Beneficiary shall have full power to appoint a substitute trustee (or, if preferred, multiple substitute trustees) in succession who shall succeed (and if multiple substitute trustees are appointed, each of such multiple substitute trustees shall succeed) to all the estates, rights, powers, and duties of the aforementioned Trustee. Such appointment may be executed by any authorized agent of Beneficiary, and if such Beneficiary be a corporation and such appointment be executed in its behalf by any officer of such corporation, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation. Grantor hereby ratifies and confirms any and all acts which the aforementioned Trustee, or his successor or successors in this trust, shall do lawfully by virtue hereof. If multiple substitute Trustees are appointed, each of such multiple substitute Trustees shall be empowered and authorized to act alone without the necessity of the joinder of the other multiple substitute trustees, whenever any action or undertaking of such substitute trustees is requested or required under or pursuant to this Deed of Trust or applicable law. Any substitute Trustee appointed pursuant to any of the provisions hereof shall, without any further act, deed, or conveyance, become vested with all the estates, properties, rights, powers, and trusts of its or his predecessor in the rights hereunder with like effect as if originally named as Trustee herein; but nevertheless, upon the written request of Beneficiary or of the substitute Trustee, the Trustee ceasing to act shall execute and deliver any instrument transferring to such substitute Trustee, upon the trusts herein expressed, all the estates, properties, rights, powers, and trusts of the Trustee so ceasing to act, and shall duly assign, transfer, and deliver any of the property and moneys held by such Trustee to the substitute Trustee so appointed in the Trustee's place.

5.12 DUE ON SALE OR ENCUMBRANCE. The terms "Loan", "Loan Documents", "Loan Agreement", and all other capitalized terms used but not otherwise defined herein, have the meaning given them in the Loan Agreement described in Section 2.1. Grantor represents, agrees, and acknowledges that:

(a) Development of real property is a highly complex activity which requires substantial knowledge of law and business conditions and practices, and an ability to control, coordinate and schedule the many factors affecting such development. Experience, financial stability, managerial ability, and a good reputation in the business community enhance a developer's ability to obtain market rents and/or sales prices and to induce cooperation in scheduling and are taken into account by Beneficiary in approving loan applications.

(b) Grantor has represented to Beneficiary, not only in the representations and warranties contained in the Loan Documents, but also in its initial loan application and in all of the negotiations connected with Beneficiary making the Loan, certain facts concerning Grantor's financial stability, managerial and operational ability, reputation, skill, and credit worthiness. Beneficiary has relied upon these representations and warranties as a substantial and material consideration in its decision to make the Loan.

(c) The conditions and terms provided in the Loan Agreement were induced by these representations and warranties and would not have been made available by Beneficiary in the absence of these representations and warranties.

(d) Beneficiary would not have made this Loan if Beneficiary did not have the right to sell, transfer, assign, or grant participations in the Loan and in the Loan Documents, and that such participations are dependent upon the potential participants' reliance on such representations and warranties.

(e) Grantor's financial stability, and managerial and operational ability, and that of those persons or entities having a direct or beneficial interest in Grantor are a substantial and material consideration to any third parties who have entered or will enter into agreements with Grantor.

(f) Beneficiary has relied upon the skills and services offered by such third parties and the provision of such skills and services is jeopardized if Grantor breaches its covenants contained below regarding Transfers.

(g) Except as permitted in Section 8.2 of the Loan Agreement, a transfer of possession of or title to the Property or Collateral, or a change in the person or entity owning, operating, developing, constructing or managing the Property or Collateral would substantially increase the risk of Default under the Loan Documents and significantly and materially impair and reduce Beneficiary's security for the Note.

(h) As used herein, the term "Transfer" shall mean each of the following actions or events: the sale, transfer, assignment, lease as a whole, encumbrance, hypothecation, mortgage or pledge in any manner whatsoever, whether voluntarily, involuntarily or by operation of law of: (i) the Property or Collateral or any interest therein; (ii) title to any other security more specifically described in any Loan Document; (iii) Grantor's right, title and/or interest in the Loan Documents and any subsequent documents executed by Grantor in connection therewith; (iv) legal or beneficial ownership of any partnership interest in Grantor if Grantor is a partnership; (v) legal or beneficial ownership of any partnership interest in any general partner or venturer of Grantor; or (vi) legal or beneficial ownership of any of the stock in Grantor if Grantor is a corporation or in any general partner or venturer in Grantor that is a corporation.

5.13 RELEASES, EXTENSIONS, MODIFICATIONS, AND ADDITIONAL SECURITY. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Property and Collateral or in any manner obligated under the Secured Obligations ("Interested Parties"), Beneficiary may, from time to time, release any person or entity from liability for the payment or performance of any Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation, or accept additional security or release all or a portion of the Property and Collateral and other security for the Secured Obligations. None of the foregoing actions shall release or reduce the personal liability of any of said Interested

Parties, or release or impair the priority of the lien of and security interests created by this Deed of Trust upon the Property and Collateral.

5.14 RELEASES. If the Secured Obligations are paid, performed, and discharged in full in accordance with the terms of this Deed of Trust, the Note, and the other Loan Documents, then this conveyance shall become null and void and be released by Beneficiary at Grantor's request and expense, and Beneficiary shall have no further obligation to make advances under and pursuant to the provisions hereof or in the other Loan Documents.

5.15 SUBROGATION. Beneficiary shall be subrogated to the lien of all encumbrances, whether released of record or not, paid in whole or in part by Beneficiary pursuant to the Loan Documents or by the proceeds of any loan secured by this Deed of Trust.

5.16 RIGHT OF INSPECTION. Beneficiary, its agents and employees, may enter the Property at any reasonable time for the purpose of inspecting the Property and Collateral and ascertaining Grantor's compliance with the terms hereof.

5.17 CONTRACTS. Grantor will deliver to Beneficiary a copy of each Contract promptly after the execution of same by all parties thereto. Within twenty (20) days after a request by Beneficiary, Grantor shall prepare and deliver to Beneficiary a complete listing of all Contracts, showing date, term, parties, subject matter, concessions, whether any defaults exist, and other information specified by Beneficiary, of or with respect to each of such Contracts, together with a copy thereof (if so requested by Beneficiary). Grantor represents and warrants that none of the Contracts encumber or create a lien on the Property or Collateral but are personal with Grantor. As used herein, the term "Contract" shall mean any management agreement, leasing and brokerage agreement, and operating or service contract with respect to the Property or Collateral.

ARTICLE 6. DEFAULT PROVISIONS

6.1 DEFAULT. For all purposes hereof, the term "Default" shall have the same meaning ascribed to the term "Event of Default" in the Loan Agreement.

6.2 RIGHTS AND REMEDIES. At any time after Default, Beneficiary may, at Beneficiary's option, and by or through Trustee, by Beneficiary itself or otherwise, do any one or more of the following:

(a) **Right to Accelerate.** Beneficiary may, without notice, demand, presentment, notice of nonpayment or nonperformance, protest, notice of protest, notice of intent to accelerate, notice of acceleration, or any other notice or any other action, all of which are hereby waived by Grantor (except to the extent expressly required hereunder or elsewhere in the Loan Documents) and all other parties obligated in any manner whatsoever on the Secured Obligations, declare the entire unpaid balance of the Secured Obligations immediately due and payable, and upon such declaration, the entire unpaid balance of the Secured Obligations shall be immediately due and payable. The failure to

exercise any remedy available to the Beneficiary shall not be deemed to be a waiver of any rights or remedies of the Beneficiary under the Loan Documents, at law or in equity.

(b) **Right to Perform Grantor's Covenants.** If Grantor has failed to keep or perform any covenant whatsoever contained in this Deed of Trust or the other Loan Documents, Beneficiary may, but shall not be obligated to any person to do so, perform or attempt to perform said covenant, and any payment made or expense incurred in the performance or attempted performance of any such covenant shall be and become a part of the Secured Obligations, and Grantor promises, upon demand, to pay to Beneficiary, at the place where the Note is payable, all sums so advanced or paid by Beneficiary, with interest from the date when paid or incurred by Beneficiary at the rate of interest then applicable on the outstanding principal balance of the Note. No such payment by Beneficiary shall constitute a waiver of any Default. In addition to the liens and security interests hereof, Beneficiary shall be subrogated to all rights, titles, liens, and security interests securing the payment of any debt, claim, tax, or assessment for the payment of which Beneficiary may make an advance, or which Beneficiary may pay.

(c) **Right of Entry.** Beneficiary may, prior or subsequent to the institution of any foreclosure proceedings, enter upon the Property, or any part thereof, and take exclusive possession of the Property and Collateral and of all books, records, and accounts relating thereto and to exercise without interference from Grantor any and all rights which Grantor has with respect to the management, possession, operation, protection, or preservation of the Property and Collateral, including, without limitation, the right to rent the same for the account of Grantor and to deduct from such Payments all costs, expenses, and liabilities of every character incurred by the Beneficiary in collecting such Payments and in managing, operating, maintaining, protecting, or preserving the Property and Collateral and to apply the remainder of such Payments on the Secured Obligations in such manner as Beneficiary may elect. All such costs, expenses, and liabilities incurred by the Beneficiary in collecting such Payments and in managing, operating, maintaining, protecting, or preserving the Property and Collateral, if not paid out of Payments as hereinabove provided, shall constitute a demand obligation owing by Grantor and shall bear interest from the date of expenditure until paid at the rate of interest then applicable on the outstanding principal balance of the Note, all of which shall constitute a portion of the Secured Obligations. If necessary to obtain the possession provided for above, the Beneficiary may invoke any and all legal remedies to dispossess Grantor, including specifically one or more actions for forcible entry and detainer, trespass to try title, and restitution. In connection with any action taken by the Beneficiary pursuant to this subsection, **THE BENEFICIARY SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY GRANTOR RESULTING FROM ANY FAILURE TO LET THE PROPERTY OR COLLATERAL, OR ANY PART THEREOF, OR FROM ANY OTHER ACT OR OMISSION OF THE BENEFICIARY IN MANAGING THE PROPERTY AND COLLATERAL UNLESS SUCH LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BENEFICIARY**, nor shall the Beneficiary be obligated to perform or discharge any obligation, duty, or liability under any Lease or

under or by reason hereof or the exercise of rights or remedies hereunder. **GRANTOR SHALL AND DOES HEREBY AGREE TO INDEMNIFY BENEFICIARY FOR, AND TO HOLD HARMLESS BENEFICIARY FROM, ANY AND ALL LIABILITY, LOSS, OR DAMAGE, WHICH MAY OR MIGHT BE INCURRED BY BENEFICIARY UNDER ANY SUCH LEASE OR UNDER OR BY REASON HEREOF OR THE EXERCISE OF RIGHTS OR REMEDIES HEREUNDER, AND FROM ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER WHICH MAY BE ASSERTED AGAINST BENEFICIARY BY REASON OF ANY ALLEGED OBLIGATIONS OR UNDERTAKINGS ON ITS PART TO PERFORM OR DISCHARGE ANY OF THE TERMS, COVENANTS, OR AGREEMENTS CONTAINED IN ANY SUCH LEASE, EXCEPT TO THE EXTENT SUCH LIABILITY, LOSS OR DAMAGE IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BENEFICIARY.** Should Beneficiary incur any such liability, the amount thereof, including, without limitation, costs, expenses, and reasonable attorneys' fees, together with interest thereon from the date of expenditure until paid at the rate of interest then applicable on the outstanding principal balance of the Note, shall be secured hereby, and Grantor shall reimburse the Beneficiary therefor immediately upon demand. Nothing in this subsection shall impose any duty, obligation, or responsibility upon Beneficiary for the control, care, management, leasing, or repair of the Property and Collateral, nor for the carrying out of any of the terms and conditions of any such Lease; nor shall it operate to make Beneficiary responsible or liable for any waste committed on the Property and Collateral by the tenants or by any other parties, or for any Hazardous Materials on or under the Property or Collateral, or for any dangerous or defective condition of the Property or Collateral **OR FOR ANY NEGLIGENCE (BUT EXCLUDING GROSS NEGLIGENCE)** in the management, leasing, upkeep, repair, or control of the Property or Collateral resulting in loss or injury or death to any tenant, licensee, employee, or stranger. Grantor hereby assents to, ratifies, and confirms any and all actions of Beneficiary with respect to the Property and Collateral taken under this subsection.

The remedies in this subsection are in addition to other remedies available to the Beneficiary and the exercise of the remedies in this subsection shall not be deemed to be an election of nonjudicial or judicial remedies otherwise available to the Beneficiary. The remedies in this Section are available under and governed by the real property laws of Texas and are not governed by the personal property laws of Texas, including, but not limited to, the power to dispose of personal property in a commercially reasonable manner under §9.610 of the UCC. No action by Beneficiary, taken pursuant to this subsection, shall be deemed to be an election to dispose of personal property under §9.621 of the UCC. Any receipt of consideration received by Beneficiary pursuant to this subsection shall be immediately credited against the Secured Obligations (in the inverse order of maturity) and the value of said consideration shall be treated like any other payment against the Secured Obligations.

(d) **Foreclosure-Power of Sale.** Beneficiary may request Trustee to proceed with foreclosure under the power of sale, which is hereby conferred, such foreclosure to be accomplished in accordance with the following provisions:

(i) **Public Sale.** Trustee is hereby authorized and empowered, and it shall be Trustee's special duty, upon such request of Beneficiary, to sell the Property and Collateral, or any part thereof, at public auction to the highest bidder for cash, with or without having taken possession of same. Any such sale (including notice thereof) shall comply with the applicable requirements, at the time of the sale, of Section 51.002 of the Texas Property Code or, if and to the extent such statute is not then in force, with the applicable requirements, at the time of the sale, of the successor statute or statutes, if any, governing sales of Texas real property under powers of sale conferred by deeds of trust. If there is no statute in force at the time of the sale governing sales of Texas real property under powers of sale conferred by deeds of trust, such sale shall comply with applicable law, at the time of the sale, governing sales of Texas real property under powers of sale conferred by deeds of trust.

(ii) **Right to Require Proof of Financial Ability and/or Cash Bid.** At any time during the bidding, the Trustee may require a bidding party: (A) to disclose its full name, state and city of residence, occupation, and specific business office location, and the name and address of the principal the bidding party is representing (if applicable); and (B) to demonstrate reasonable evidence of the bidding party's financial ability (or, if applicable, the financial ability of the principal of such bidding party), as a condition to the bidding party submitting bids at the foreclosure sale. If any such bidding party (the "Questioned Bidder") declines to comply with the Trustee's requirement in this regard, or if such Questioned Bidder does respond but the Trustee, in Trustee's sole and absolute discretion, deems the information or the evidence of the financial ability of the Questioned Bidder (or, if applicable, the principal of such bidding party) to be inadequate, then the Trustee may continue the bidding with reservation; and in such event: (A) the Trustee shall be authorized to caution the Questioned Bidder concerning the legal obligations to be incurred in submitting bids; and (B) if the Questioned Bidder is not the highest bidder at the sale, or if having been the highest bidder the Questioned Bidder fails to deliver the cash purchase price payment promptly to the Trustee, all bids by the Questioned Bidder shall be null and void. The Trustee may, in Trustee's sole and absolute discretion, determine that a credit bid may be in the best interest of the Grantor and Beneficiary, and elect to sell the Property for credit or for a combination of cash and credit; provided, however, that the Trustee shall have no obligation to accept any bid except an all cash bid. In the event the Trustee requires a cash bid and cash is not delivered within a reasonable time after conclusion of the bidding process, as specified by the Trustee, but in no event later than 3:45 p.m. local time on the day of sale, then said contingent sale shall be null and void, the bidding process may

be recommenced, and any subsequent bids or sale shall be made as if no prior bids were made or accepted.

(iii) Sale Subject to Unmatured Indebtedness. In addition to the rights and powers of sale granted under the preceding provisions of this subsection, if default is made in the payment of any portion of the Secured Obligations, Beneficiary may, at Beneficiary's option, at once or at any time thereafter while any matured portion remains unpaid, without declaring the entire Secured Obligations to be due and payable, orally or in writing direct Trustee to enforce this trust and to sell the Property and Collateral subject to such unmatured Secured Obligations and to the rights, powers, liens, security interests, and assignments securing or providing recourse for payment of such unmatured Secured Obligations, in the same manner, all as provided in the preceding provisions of this subsection. Sales made without maturing the Secured Obligations may be made hereunder whenever there is a default in the payment of any portion of the Secured Obligations, without exhausting the power of sale granted hereby, and without affecting in any way the power of sale granted under this subsection, the unmatured balance of the Secured Obligations or the rights, powers, liens, security interests, and assignments securing or providing recourse for payment of the Secured Obligations.

(iv) Partial Foreclosure. Sale of a part of the Property or Collateral shall not exhaust the power of sale, but sales may be made from time to time until the Secured Obligations is paid, performed, and discharged in full. It is intended by each of the foregoing provisions of this subsection that Trustee may, after any request or direction by Beneficiary, sell not only the Property, but also the Collateral and other interests constituting security for the Loan under the Loan Documents, or any part thereof, along with the Property and Collateral or any part thereof, as a unit and as a part of a single sale, or may sell at any time or from time to time any part or parts of the Property and Collateral separately from the remainder of the Property and Collateral. It shall not be necessary to have present or to exhibit at any sale any of the Property and Collateral.

(v) Trustee's Deeds. After any sale under this subsection, Trustee shall make good and sufficient deeds, assignments, and other conveyances to the purchaser or purchasers thereunder in the name of Grantor, conveying the Property and Collateral or any part thereof so sold to the purchaser or purchasers with general warranty of title by Grantor. It is agreed that in any deeds, assignments or other conveyances given by Trustee, any and all statements of fact or other recitals therein made as to the identity of Beneficiary, the occurrence or existence of any Default, the notice of intention to accelerate, or acceleration of, the maturity of the Secured Obligations, the request to sell, notice of sale, time, place, terms and manner of sale, and receipt, distribution, and application of the money realized therefrom, the due and proper appointment of a substitute trustee, and without being limited by the foregoing, any other act or thing having been

duly done by or on behalf of Beneficiary or by or on behalf of Trustee, shall be taken by all courts of law and equity as prima facie evidence that such statements or recitals state true, correct, and complete facts and are without further question to be so accepted, and Grantor does hereby ratify and confirm any and all acts that Trustee may lawfully do in the premises by virtue hereof.

(e) **Beneficiary's Judicial Remedies.** Beneficiary, or Trustee, upon written request of Beneficiary, may proceed by suit or suits, at law or in equity, to enforce the payment, performance and discharge of the Secured Obligations in accordance with the terms hereof, of the Note, and the other Loan Documents, to foreclose the liens and security interests of this Deed of Trust as against all or any part of the Property and Collateral, and to have all or any part of the Property and Collateral sold under the judgment or decree of a court of competent jurisdiction. This remedy shall be cumulative of any other nonjudicial remedies available to the Beneficiary with respect to the Loan Documents. Proceeding with a request or receiving a judgment for legal relief shall not be or be deemed to be an election of remedies or bar any available nonjudicial remedy of the Beneficiary.

(f) **Beneficiary's Right to Appointment of Receiver.** Beneficiary, as a matter of right and without regard to the sufficiency of the security for payment, performance and discharge of the Secured Obligations, without notice to Grantor and without any showing of insolvency, fraud, or mismanagement on the part of Grantor, and without the necessity of filing any judicial or other proceeding other than the proceeding for appointment of a receiver, shall be entitled to the appointment of a receiver or receivers of the Property and Collateral or any part thereof, and of the Payments, and Grantor hereby irrevocably consents to the appointment of a receiver or receivers. Any receiver appointed pursuant to the provisions of this subsection shall have the usual powers and duties of receivers in such matters.

(g) **Beneficiary's UCC Remedies.** The Beneficiary may exercise its rights of enforcement with respect to the Collateral under the UCC, and in conjunction with, in addition to or in substitution for the rights and remedies under the UCC the Beneficiary may, and Grantor agrees, as follows: (i) without demand or notice to Grantor, enter upon the Property to take possession of, assemble, receive, and collect the Collateral, or any part thereof, or to render it unusable; (ii) require Grantor to assemble the Collateral and make it available at a place Beneficiary designates which is mutually convenient to allow Beneficiary to take possession or dispose of the Collateral; (iii) written notice mailed to Grantor as provided herein at least ten (10) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice; (iv) any sale made pursuant to the provisions of this subsection shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of the Property under power of sale as provided herein upon giving the same notice with respect to the sale of the Collateral hereunder as is required for such sale of the Property under power of sale, and such sale shall be deemed to be pursuant to a security agreement covering both real and

personal property under §9.604 of the UCC; (v) in the event of a foreclosure sale, whether made by the Trustee under the terms hereof, or under judgment of a court, the Collateral and the Property may, at the option of the Beneficiary, be sold as a whole; (vi) it shall not be necessary that the Beneficiary take possession of the Collateral, or any part thereof, prior to the time that any sale pursuant to the provisions of this subsection is conducted, and it shall not be necessary that the Collateral or any part thereof be present at the location of such sale; (vii) prior to application of proceeds of disposition of the Collateral to the Secured Obligations, such proceeds shall be applied to the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like, and the reasonable attorneys' fees and legal expenses incurred by the Beneficiary; (viii) after notification, if any, hereafter provided in this subsection, Beneficiary may sell, lease, or otherwise dispose of the Collateral, or any part thereof, in one or more parcels at public or private sale or sales, at Beneficiary's offices or elsewhere, for cash, on credit, or for future delivery. Upon the request of Beneficiary, Grantor shall assemble the Collateral and make it available to Beneficiary at any place designated by Beneficiary that is reasonably convenient to Grantor and Beneficiary. Grantor agrees that Beneficiary shall not be obligated to give more than ten (10) days' written notice of the time and place of any public sale or of the time after which any private sale may take place and that such notice shall constitute reasonable notice of such matters. Grantor shall be liable for all expenses of retaking, holding, preparing for sale, or the like, and all legal expenses (including reasonable attorneys' fees), and all other costs and expenses incurred by Beneficiary in connection with the collection of the Secured Obligations and the enforcement of Beneficiary's rights under the Loan Documents. Beneficiary shall apply the proceeds of the sale of the Collateral against the Secured Obligations in accordance with the requirements of this Deed of Trust. Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay, perform and discharge the Secured Obligations in full. To the extent applicable law permits the waiver thereof, Grantor waives all rights of marshalling in respect of the Personalty; (ix) any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder, the nonpayment of the Secured Obligations, the occurrence of any Default, the Beneficiary having declared all or a portion of such Secured Obligations to be due and payable, the notice of time, place, and terms of sale and of the properties to be sold having been duly given, or any other act or thing having been duly done by Beneficiary, shall be taken as prima facie evidence of the truth of the facts so stated and recited; and (x) Beneficiary may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Beneficiary, including the sending of notices and the conduct of the sale, but in the name and on behalf of Beneficiary.

(h) **Other Rights. Beneficiary:** (i) may surrender the insurance policies maintained pursuant hereto or the other Loan Documents or any part thereof, and upon receipt shall apply the unearned premiums as a credit on the Secured Obligations, in accordance herewith, and, in connection therewith, Grantor hereby appoints Beneficiary as agent and attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for Grantor to collect such premiums; and (ii) apply the reserve for

impositions, if any, required by the provisions of this Deed of Trust, toward payment of the Secured Obligations; and (iii) shall have and may exercise any and all other rights and remedies which Beneficiary may have at law or in equity, or by virtue of any Loan Document or under the UCC, or otherwise.

(i) **Beneficiary as Purchaser.** Beneficiary may be the purchaser of the Property and Collateral or any part thereof, at any sale thereof, whether such sale be under the power of sale herein vested in Trustee or upon any other foreclosure of the liens and security interests hereof, or otherwise, and Beneficiary shall, upon any such purchase, acquire good title to the Property and Collateral so purchased, free of the liens and security interests hereof, unless the sale was made subject to an unmatured portion of the Secured Obligations. The Beneficiary, as purchaser, shall be treated in the same manner as any third-party purchaser and the proceeds of the Beneficiary's purchase shall be applied in accordance with the requirements of this Deed of Trust.

(j) **Possession After Foreclosure.** If the liens or security interests hereof shall be foreclosed by power of sale granted herein, by judicial action, or otherwise, the purchaser at any such sale shall receive, as an incident to purchaser's ownership, immediate possession of the property purchased, and if Grantor or Grantor's successors shall hold possession of said property or any part thereof subsequent to foreclosure, Grantor and Grantor's successors shall be considered as tenants at sufferance of the purchaser at foreclosure sale (without limitation of other rights or remedies, at a reasonable rental per day, due and payable daily, based upon the value of the portion of the Property and Collateral so occupied or possessed and sold to such purchaser), and anyone occupying or possessing such portion of the Property and Collateral, after demand is made for possession thereof, shall be guilty of forcible detainer and shall, to the extent permitted under applicable law, be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages by reason thereof are hereby expressly waived.

(k) **Abandonment of Sale.** In the event a foreclosure hereunder is commenced by Trustee in accordance with Subsection 6.2(d) hereof, at any time before the sale, Trustee may abandon the sale, and Beneficiary may then institute suit for the collection of the Secured Obligations and for the foreclosure of the liens and security interests hereof and of the Loan Documents. If Beneficiary should institute a suit for the collection of the Secured Obligations and for a foreclosure of the liens and security interests hereof, Beneficiary may, at any time before the entry of a final judgment in said suit, dismiss the same and require Trustee to sell the Property and Collateral or any part thereof in accordance with the provisions of this Deed of Trust.

6.3 APPLICATION OF FORECLOSURE SALE PROCEEDS. The proceeds from any sale, lease, or other disposition made pursuant to Section 6.2, or the proceeds from the surrender of any insurance policies pursuant hereto, or any Payments collected by Beneficiary from the Property and Collateral, or the reserve for impositions, if any, required by the provisions of this Deed of Trust or sums received pursuant to a condemnation or proceeds from

insurance which Beneficiary elects to apply to the Secured Obligations, shall be applied by Trustee, or by Beneficiary, as the case may be, to the Secured Obligations in the following order and priority: (a) to the payment of all expenses of advertising, selling, disposing, and conveying the Property and Collateral or part thereof, and/or prosecuting or otherwise collecting Payments, proceeds, premiums, or other sums including reasonable attorneys' fees and a reasonable fee or commission to Trustee, not to exceed five percent (5%) of the proceeds thereof or sums so received; (b) to the remainder of the Secured Obligations; (c) the balance, if any and to the extent applicable, remaining after the full and final payment, performance and discharge of the Secured Obligations to the holder or beneficiary of any inferior liens or security interests covering the Property and Collateral, if any, in order of the priority of such inferior liens or security interests (Trustee and Beneficiary shall hereby be entitled to rely exclusively upon a commitment for title insurance or search of applicable uniform commercial code filing office records issued to determine such priority); and (d) the cash balance, if any, to the Grantor. The application of proceeds of sale or other proceeds as otherwise provided herein shall be deemed to be a payment of the Secured Obligations like any other payment. The balance of the Secured Obligations remaining unpaid, if any, shall remain fully due and owing in accordance with the terms of the Note or the other Loan Documents.

6.4 APPLICATION OF OTHER SUMS. All sums received by Beneficiary under Section 6.2 or Section 3.2, less all costs and expenses incurred by Beneficiary or any receiver under Section 6.2 or Section 3.2, including, without limitation, reasonable attorneys' fees, shall be applied in payment of the Secured Obligations in such order as Beneficiary shall determine in its sole discretion; provided, however, Beneficiary shall have no liability for funds not actually received by Beneficiary.

6.5 NO CURE OR WAIVER. Neither Beneficiary's nor Trustee's nor any receiver's entry upon and taking possession of all or any part of the Property and Collateral, nor any collection of rents, issues, profits, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise of or failure to exercise any other right or remedy by Beneficiary or Trustee or any receiver shall cure or waive any breach, Default or notice of default under this Deed of Trust, or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and Grantor has cured all other defaults), or impair the status of the security, or prejudice Beneficiary or Trustee in the exercise of any right or remedy, or be construed as an affirmation by Beneficiary of any tenancy, lease or option or a subordination of the lien of or security interest created by this Deed of Trust.

6.6 PAYMENT OF COSTS, EXPENSES, AND ATTORNEYS' FEES. Grantor agrees to pay to Beneficiary immediately and without demand all costs and expenses incurred by Trustee and Beneficiary pursuant to Section 6.2 (including, without limitation, court costs and attorneys' fees, whether incurred in litigation or not) with interest from the date of expenditure until said sums have been paid at the rate of interest then applicable to the principal balance of the Note as specified therein. In addition, Grantor shall pay to Trustee all Trustee's fees hereunder and shall reimburse Trustee for all expenses incurred in the administration of this

trust, including, without limitation, any attorneys' fees, if such fees were not paid out of the foreclosure sale proceeds.

6.7 POWER TO FILE NOTICES AND CURE DEFAULTS. Grantor hereby irrevocably appoints Beneficiary and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest: (a) to execute and/or record any notices of commencement or completion of construction of the Improvements, or any other notices that Beneficiary deems appropriate to protect Beneficiary's interest; (b) upon the issuance of a deed pursuant to the foreclosure of the lien of this Deed of Trust or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment or further assurance with respect to the Collateral, Leases, and Payments in favor of the grantee of any such deed, as may be necessary or desirable for such purpose; (c) to prepare, execute, and file or record financing statements, continuation statements, applications for registration, and like papers necessary to create, perfect or preserve Beneficiary's security interests and rights in or to any of the Collateral; and (d) upon the occurrence of an event, act or omission which, with notice or passage of time or both, would constitute a Default, to perform any obligation of Grantor hereunder; provided, however, that: (i) Beneficiary as such attorney-in-fact shall only be accountable for such funds as are actually received by Beneficiary; and (ii) Beneficiary shall not be liable to Grantor or any other person or entity for any failure to act (whether such failure constitutes negligence) by Beneficiary under this Section.

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1 ADDITIONAL PROVISIONS. The Loan Documents grant further rights to Beneficiary and contain further agreements and affirmative and negative covenants by Grantor which apply to this Deed of Trust and to the Property and Collateral and such further rights and agreements are incorporated herein by this reference.

7.2 MERGER. No merger shall occur as a result of Beneficiary's acquiring any other estate in, or any other lien on, the Property unless Beneficiary consents to a merger in writing.

7.3 OBLIGATIONS OF GRANTOR, JOINT AND SEVERAL. If more than one person has executed this Deed of Trust as "Grantor", the obligations of all such persons hereunder shall be joint and several.

7.4 RECOURSE TO SEPARATE PROPERTY. Any married person who executes this Deed of Trust as a Grantor agrees that any money judgment which Beneficiary or Trustee obtains pursuant to the terms of this Deed of Trust or any other obligation of that married person secured by this Deed of Trust may be collected by execution upon that person's separate property, and any community property which may be executed upon or seized for satisfaction of such obligations under applicable law.

7.5 WAIVER OF MARSHALLING RIGHTS. Grantor, for itself and for all parties claiming through or under Grantor, and for all parties who may acquire a lien on or interest in the Property and Collateral, hereby waives all rights to have the Property and Collateral and/or any other property which is now or later may be security for any Secured Obligation ("Other")

Property") marshalled upon any foreclosure of the lien of this Deed of Trust or on a foreclosure of any other lien or security interest against any security for any of the Secured Obligations. Beneficiary shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of, the Property and any or all of the Collateral or Other Property as a whole or in separate parcels, in any order that Beneficiary may designate.

7.6 RULES OF CONSTRUCTION. When the identity of the parties or other circumstances make it appropriate the masculine gender includes the feminine and/or neutral, and the singular number includes the plural. The term "Property" and "Collateral" means all and any part of the Property and Collateral, respectively, and any interest in the Property and Collateral, respectively.

7.7 SUCCESSORS IN INTEREST. The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto; provided, however, that this Section does not waive or modify the provisions of clause (d) of Subsection 6.1.

7.8 EXECUTION IN COUNTERPARTS. To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

7.9 TEXAS LAW. This Deed of Trust shall be construed in accordance with the laws of the State of Texas, except to the extent that federal laws preempt the laws of the State of Texas.

7.10 INCORPORATION. Exhibit A, and, if applicable, Schedule 1, all as attached hereto, are incorporated into this Deed of Trust by this reference.

7.11 NOTICES. All notices, demands, or other communications under this Deed of Trust and the other Loan Documents shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other parties to this Deed of Trust). All communications shall be deemed served upon delivery of same, or if mailed, upon the first to occur of receipt or the expiration of three (3) days after the deposit in the United States Postal Service mail, postage prepaid and addressed to the address of Grantor, Trustee or Beneficiary at the address specified; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not

notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication.

Grantor: DMR Homes & Constructions LP
3732 Sicily Street
Irving, Texas 75038

Trustee: Russell Alexander
Drawer W
Daingerfield, Morris County, Texas 75638

Beneficiary: Texas Heritage National Bank
107 Webb Street
Daingerfield, Morris County, Texas 75638

Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days notice to the other party in the manner set forth hereinabove. Grantor shall forward to Beneficiary, without delay, any notices, letters or other communications delivered to Grantor naming Beneficiary, "Lender" or any similar designation as addressee, or which could reasonably be deemed to affect the ability of Grantor to perform its obligations to Beneficiary under the Note or the Loan Agreement.

7.12 INTEREST PROVISIONS.

(a) **Savings Clause.** It is expressly stipulated and agreed to be the intent of Grantor and Beneficiary at all times to comply strictly with the applicable Texas law governing the maximum rate or amount of interest payable on the Note or the Related Indebtedness (or applicable United States federal law to the extent that it permits Beneficiary to contract for, charge, take, reserve or receive a greater amount of interest than under Texas law). If the applicable law is ever judicially interpreted so as to render usurious any amount: (i) contracted for, charged, taken, reserved or received pursuant to the Note, any of the other Loan Documents or any other communication or writing by or between Grantor and Beneficiary related to the transaction or transactions that are the subject matter of the Loan Documents; (ii) contracted for, charged or received by reason of Beneficiary's exercise of the option to accelerate the maturity of the Note and/or the Related Indebtedness; or (iii) Grantor will have paid or Beneficiary will have received by reason of any voluntary prepayment by Grantor of the Note and/or the Related Indebtedness, then it is Grantor's and Beneficiary's express intent that all amounts charged in excess of the Maximum Lawful Rate shall be automatically cancelled, ab initio, and all amounts in excess of the Maximum Lawful Rate theretofore collected by Beneficiary shall be credited on the principal balance of the Note and/or the Related Indebtedness (or, if the Note and all Related Indebtedness have been or would thereby be paid in full, refunded to Grantor), and the provisions of the Note and the other Loan

Documents immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder; provided, however, if the Note has been paid in full before the end of the stated term of the Note, then Grantor and Beneficiary agree that Beneficiary shall, with reasonable promptness after Beneficiary discovers or is advised by Grantor that interest was received in an amount in excess of the Maximum Lawful Rate, either refund such excess interest to Grantor and/or credit such excess interest against the Note and/or any Related Indebtedness then owing by Grantor to Beneficiary. Grantor hereby agrees that as a condition precedent to any claim seeking usury penalties against Beneficiary, Grantor will provide written notice to Beneficiary, advising Beneficiary in reasonable detail of the nature and amount of the violation, and Beneficiary shall have sixty (60) days after receipt of such notice in which to correct such usury violation, if any, by either refunding such excess interest to Grantor or crediting such excess interest against the Note and/or the Related Indebtedness then owing by Grantor to Beneficiary. All sums contracted for, charged or received by Beneficiary for the use, forbearance or detention of any debt evidenced by the Note and/or the Related Indebtedness shall, to the extent permitted by applicable law, be amortized or spread, using the actuarial method, throughout the stated term of the Note and/or the Related Indebtedness (including any and all renewal and extension periods) until payment in full so that the rate or amount of interest on account of the Note and/or the Related Indebtedness does not exceed the Maximum Lawful Rate from time to time in effect and applicable to the Note and/or the Related Indebtedness for so long as debt is outstanding. In no event shall the provisions of Chapter 346 of the Texas Finance Code (which regulates certain revolving credit loan accounts and revolving triparty accounts) apply to the Note and/or the Related Indebtedness. Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, it is not the intention of Beneficiary to accelerate the maturity of any interest that has not accrued at the time of such acceleration or to collect unearned interest at the time of such acceleration.

(b) **Definitions.** As used herein, the term "Maximum Lawful Rate" shall mean the maximum lawful rate of interest which may be contracted for, charged, taken, received or reserved by Beneficiary in accordance with the applicable laws of the State of Texas (or applicable United States federal law to the extent that it permits Beneficiary to contract for, charge, take, receive or reserve a greater amount of interest than under Texas law), taking into account all Charges (as herein defined) made in connection with the transaction evidenced by the Note and the other Loan Documents. As used herein, the term "Charges" shall mean all fees, charges and/or any other things of value, if any, contracted for, charged, received, taken or reserved by Beneficiary in connection with the transactions relating to the Note and the other Loan Documents, which are treated as interest under applicable law. As used herein, the term "Related Indebtedness" shall mean any and all debt paid or payable by Grantor to Beneficiary pursuant to the Loan Documents or any other communication or writing by or between Grantor and Beneficiary related to the transaction or transactions that are the subject matter of the

Loan Documents, except such debt which has been paid or is payable by Grantor to Beneficiary under the Note.

(c) **Ceiling Election.** To the extent that Beneficiary is relying on Chapter 303 of the Texas Finance Code to determine the Maximum Lawful Rate payable on the Note and/or the Related Indebtedness, Beneficiary will utilize the weekly ceiling from time to time in effect as provided in such Chapter 303, as amended. To the extent United States federal law permits Beneficiary to contract for, charge, take, receive or reserve a greater amount of interest than under Texas law, Beneficiary will rely on United States federal law instead of such Chapter 303 for the purpose of determining the Maximum Lawful Rate. Additionally, to the extent permitted by applicable law now or hereafter in effect, Beneficiary may, at its option and from time to time, utilize any other method of establishing the Maximum Lawful Rate under such Chapter 303 or under other applicable law by giving notice, if required, to Grantor as provided by applicable law now or hereafter in effect.

7.13 DEFICIENCY.

(a) In the event an interest in any of the Property and Collateral is foreclosed upon pursuant to a judicial or nonjudicial foreclosure sale, Grantor agrees as follows. Notwithstanding the provisions of Sections 51.003, 51.004, and 51.005 of the Texas Property Code (as the same may be amended from time to time), and to the extent permitted by law, Grantor agrees that Beneficiary shall be entitled to seek a deficiency judgment from Grantor and any other party obligated on the Note equal to the difference between the amount owing on the Note and the amount for which the Property and Collateral was sold pursuant to judicial or nonjudicial foreclosure sale. Grantor expressly recognizes that this section constitutes a waiver of the above-cited provisions of the Texas Property Code which would otherwise permit Grantor and other persons against whom recovery of deficiencies is sought or any guarantor independently (even absent the initiation of deficiency proceedings against them) to present competent evidence of the fair market value of the Property and Collateral as of the date of the foreclosure sale and offset against any deficiency the amount by which the foreclosure sale price is determined to be less than such fair market value. Grantor further recognizes and agrees that (unless prohibited by applicable law) this waiver creates an irrebuttable presumption that the foreclosure sale price is equal to the fair market value of the Property and Collateral for purposes of calculating deficiencies owed by Grantor, any guarantor, and others against whom recovery of a deficiency is sought.

(b) Alternatively, in the event the waiver provided for in Subsection 7.13(a) above is determined by a court of competent jurisdiction to be unenforceable, the following shall be the basis for the finder of fact's determination of the fair market value of the Property and Collateral as of the date of the foreclosure sale in proceedings governed by Sections 51.003, 51.004, and 51.005 of the Texas Property Code (as amended from time to time): (i) the Property and Collateral shall be valued in an "as is" condition as of the date of the foreclosure sale, without any assumption or expectation

that the Property and Collateral will be repaired or improved in any manner before a resale of the Property and Collateral after foreclosure; (ii) the valuation shall be based upon an assumption that the foreclosure purchaser desires a resale of the Property and Collateral for cash promptly (but no later than twelve (12) months) following the foreclosure sale; (iii) all reasonable closing costs customarily borne by the seller in commercial real estate transactions should be deducted from the gross fair market value of the Property and Collateral, including, without limitation, brokerage commissions, title insurance, a survey of the Property, tax prorations, attorneys' fees, and marketing costs; (iv) the gross fair market value of the Property and Collateral shall be further discounted to account for any estimated holding costs associated with maintaining the Property and Collateral pending sale, including, without limitation, utilities expenses, property management fees, taxes and assessments (to the extent not accounted for in (iii) above), and other maintenance, operational and ownership expenses; and (v) any expert opinion testimony given or considered in connection with a determination of the fair market value of the Property and Collateral must be given by persons having at least five (5) years of experience in appraising property similar to the Property and Collateral and who have conducted and prepared a complete written appraisal of the Property and Collateral taking into consideration the factors set forth above.

7.14 SEVERABILITY. If any provision of this Deed of Trust, or the application of it to the circumstances, is held void, invalid, or unenforceable by a court of competent jurisdiction, this Deed of Trust, and the application of such provision to other parties or circumstances, shall not be affected thereby, the provisions of this Deed of Trust being severable in any such instance.

7.15 AUTHORIZED AGENTS. In exercising any right or remedy, or taking any action provided in this Deed of Trust, Beneficiary may act through its employees, agents, or independent contractors, as Beneficiary expressly authorizes.

7.16 TIME IS OF THE ESSENCE. As a material inducement and consideration to the parties hereof, and but for this provision the parties would not enter into this Deed of Trust, the parties agree that the performance in a timely manner of each deadline set forth in this Deed of Trust before its expiration is of crucial importance to the parties. Failure by a party to timely perform an obligation before the deadline set forth in this Deed of Trust (no matter for what reason, nor how soon thereafter it may have been performed, nor lack of prejudice to the other party as a result of such nonperformance) shall result in a default by the nonperforming party or the failure of a condition, as appropriate. The parties expressly waive any equitable affirmative defense with respect to a missed deadline.

7.17 ENTIRE AGREEMENT; AMENDMENT. THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF

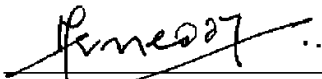
THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO. The provisions of this Deed of Trust and the Loan Documents may be amended or waived only by an instrument in writing signed by the Grantor and Beneficiary.

7.18 JURY WAIVER. GRANTOR AND BENEFICIARY HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG GRANTOR AND BENEFICIARY ARISING OUT OF OR IN ANY WAY RELATED TO THE NOTE, THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT OR ANY RELATIONSHIP BETWEEN BENEFICIARY AND GRANTOR. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE OTHER RELATED DOCUMENTS.

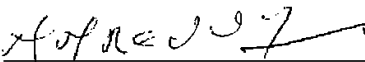
IN WITNESS THEREOF, Grantor has executed this Deed of Trust as of the day and year set forth above.

GRANTORS:

DMR HOMES & CONSTRUCTIONS LP,
a Texas limited partnership

By: 
Venkataramana Reddy Murari,
General Partner

By: _____
Bondili Dharmender Singh,
General Partner

By: 
Mallikarjuna R Murari,
Limited Partner

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Mallikarjuna R Murari,
Limited Partner

Deed of Trust
DMR Homes & Constructions LP
Lender's Loan No. 3130908-62999

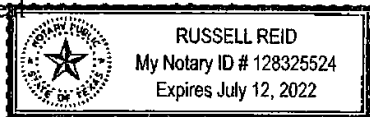
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STATE OF TEXAS §

COUNTY OF DALLAS §

On August 9, 2021, before me, a Notary Public of the State of Texas, personally appeared Venkataramana Reddy Murari, as a General Partner of DMR Homes & Constructions LP, a Texas limited partnership, on behalf of the limited partnership, known to me to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she then executed the same in his/her authorized capacity.

Seal



[Signature]
Notary Public in and for
the State of TEXAS

STATE OF _____ §

COUNTY OF _____ §

On August _____, 2021, before me, a Notary Public of the State of Texas, personally appeared Bondili Dharmender Singh, as a General Partner of DMR Homes & Constructions LP, a Texas limited partnership, on behalf of the limited partnership, known to me to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she then executed the same in his/her authorized capacity.

Seal

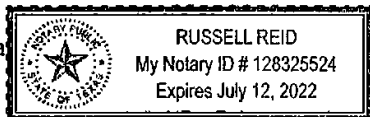
Notary Public in and for
the State of _____

STATE OF TEXAS §

COUNTY OF DALLAS §

On August 9, 2021, before me, a Notary Public of the State of Texas, personally appeared Mallikarjuna R Murari, as a Limited Partner of DMR Homes & Constructions LP, a Texas limited partnership, on behalf of the limited partnership, known to me to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she then executed the same in his/her authorized capacity.

Seal



[Signature]
Notary Public in and for
the State of TEXAS

Deed of Trust
DMR Homes & Constructions LP
Lender's Loan No. 3130908-62999

Page 33 of 39

STATE OF _____ §

COUNTY OF _____ §

On August _____, 2021, before me, a Notary Public of the State of Texas, personally appeared Venkataramana Reddy Murari, as a General Partner of DMR Homes & Constructions LP, a Texas limited partnership, on behalf of the limited partnership, known to me to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she then executed the same in his/her authorized capacity.

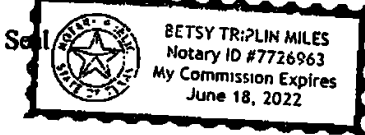
Seal

Notary Public in and for
the State of _____

STATE OF TX §

COUNTY OF Fort Bend §

On August 9th, 2021, before me, a Notary Public of the State of Texas, personally appeared Bondili Dharmender Singh, as a General Partner of DMR Homes & Constructions LP, a Texas limited partnership, on behalf of the limited partnership, known to me to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she then executed the same in his/her authorized capacity.



Betsy TripLin Miles
Notary Public in and for
the State of TX

STATE OF _____ §

COUNTY OF _____ §

On August _____, 2021, before me, a Notary Public of the State of Texas, personally appeared Mallikarjuna R Murari, as a Limited Partner of DMR Homes & Constructions LP, a Texas limited partnership, on behalf of the limited partnership, known to me to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she then executed the same in his/her authorized capacity.

Seal

Notary Public in and for
the State of _____

Deed of Trust
DMR Homes & Constructions LP
Lender's Loan No. 3130908-62999

Page 33 of 39

EXHIBIT A
LEGAL DESCRIPTION

Tract 1:

BEING all that certain lot, tract, or parcel of land, situated in the L. Burgois survey, Abstract Number 52, Denton County, Texas, being part of that certain tract of land, described in deed to Robert Earl Todd, and wife Dorothy Ann Todd, recorded in Volume 468, page 236, Deed Records, Denton County, Texas, and being part of that certain called 7.94 acre tract of land, described in deed to Charles B. Iiams Jr., Roy S. Redding and Max T. Witmer, recorded in Volume 410, Page 60, Deed Records, Denton County, Texas, and being part of that certain called 122.86 acre tract of land described in deed to H. H. Uecker, recorded in Volume 65, Page 451, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" rebar found that certain called 1.5 acre tract of land, described in deed to Max T. Witmer, recorded in Volume 408, Page 365, Deed Records, Denton County, Texas, being the northwest corner of that certain tract of land, described in deed to Mary Helen Brown and John Edward Huck, recorded in Document Number 2016-127668, Real Property Records, Denton County, Texas and being on the west line of said Uecker tract;

THENCE N 00° 59' 35" W, with the west line of said Witmer tract, and said Uecker tract, and generally with the remains of an old wire fence, passing at a distance of 103.16 feet a 1/2" rebar found at the northwest corner of said Witmer tract, and being the southwest corner of that certain called 1.5 acre tract of land, described in deed to Roy. S. Redding, recorded in Volume 408, Page 364, Deed Records, Denton County, Texas, continuing with the west line thereof, passing at a distance of 207.00 feet the northwest corner thereof, and being the southwest corner of that certain called 1.5 acre tract of land, described in deed to Charles B. Iiams Jr., recorded in Volume 408, Page 363, continuing with the west line thereof, a total distance of 310.22 feet (called North, 310.5 feet) to a 1/2" rebar found at the southwest corner of said 7.94 acre tract;

THENCE N 01° 50' 13" E, with the west line of said 7.94 acre tract, and said Uecker tract, generally with the remains of an old wire fence, a distance of 115.02 feet (called North, 91.75 feet in said Todd Deed) to a 1" pipe found at the southwest corner of said Todd tract;

THENCE N 01° 50' 13" E, with the west line of said 7.94 acre tract, said Uecker tract, and said Todd tract, a distance of 91.35 feet, (called North, 91.75 feet), to a 1/2" rebar found at the northwest corner of said Todd tract, and being the southwest corner of that certain tract of land, described in deed to David L. Paris and wife, Ruetta Paris, recorded in Volume 671, Page 715, Deed Records, Denton County, Texas;

THENCE N 88° 08' 15" E, (called East) with the north line of said Todd tract, and the

Deed of Trust
DMR Homes & Constructions LP
Lender's Loan No. 3130908-62999

Page 34 of 39

south line of said Paris tract, a distance of 618.25 feet to a 1/2" capped rebar set stamped "McAdams" at the northwest corner of that certain right—of—way dedication, described as Tract 4, recorded in Document Number 98—R0062752, Real Property Records, Denton County, Texas;

THENCE S 00° 15' 00" E, with the west line of said Tract 5, a distance of 91.74 feet to a 1/2" capped rebar set stamped "McAdams" at the southwest corner thereof, being on the south line of said Todd tract;

THENCE S 88° 11' 15" W, (called West) with the south line of said Todd tract, a distance 621.57 feet to the POINT OF BEGINNING and containing approximately 1.301 acres of land.

Tract 2:

BEING all that certain lot, tract, or parcel of land, situated in the L. Burgois survey, Abstract Number 52, Denton County, Texas, and being part of that certain called 7.94 acre tract of land, described in deed to Charles B. Iiams Jr., Roy S. Redding and Max T. Witmer, recorded in Volume 410, Page 60, Deed Records, Denton County, Texas, and being part of that certain called 122.86 acre tract of land described in deed to H. H. Uecker, recorded in Volume 65, Page 451, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" rebar found that certain called 1.5 acre tract of land, described in deed to Max T. Witmer, recorded in Volume 408, Page 365, Deed Records, Denton County, Texas, being the northwest corner of that certain tract of land, described in deed to Mary Helen Brown and John Edward Huck, recorded in Document Number 2016-127668, Real Property Records, Denton County, Texas and being on the west line of said Uecker tract;

THENCE N 00° 59' 35" W, with the west line of said Witmer tract, and said Uecker tract, and generally with the remains of an old wire fence, passing at a distance of 103.16 feet a 1/2" rebar found at the northwest corner of said Witmer tract, and being the southwest corner of that certain called 1.5 acre tract of land, described in deed to Roy. S. Redding, recorded in Volume 408, Page 364, Deed Records, Denton County, Texas, continuing with the west line thereof, passing at a distance of 207.00 feet the northwest corner thereof, and being the southwest corner of that certain called 1.5 acre tract of land, described in deed to Charles B. Iiams Jr., recorded in Volume 408, Page 363, continuing with the west line thereof, a total distance of 310.22 feet (called North, 310.5 feet) to a 1/2" rebar found at the southwest corner of said 7.94 acre tract, and being the southwest corner of the herein described tract of land;

THENCE N 01° 50' 13" E, with the west line of said 7.94 acre tract, and said Uecker tract, generally with the remains of an old wire fence, a distance of 115.02 feet to a 1" pipe found at the southwest corner of that certain tract of land, described in deed to

Robert Earl Todd and wife, Dorothy Ann Todd, recorded in Volume 468, Page 236, Deed Records, Denton County, Texas (called North, 91.75 feet in said Todd Deed), from which a 1/2" capped rebar found stamped IRPLS 3199" bears S 14° 48' W, a distance of 0.5 feet;

THENCE N 88° 11' 15" E, with the south line of said Todd tract, a distance of 621.57 feet to a 1/2" capped rebar set stamped "McAdams" at the northwest corner of that certain right-of-way dedication, described as Tract 5, recorded in Document Number 98—R0073297, Real Property Records, Denton County, Texas;

THENCE S 00° 15' 00" E, with the west line of said Tract 5, a distance of 92.14 feet to a 1/2" capped rebar found stamped "Arthur Surveying Company", being on the south line of said 7.94 acre tract, and being on the north line of said Iiams tract recorded in Volume 408, Page 363;

THENCE S 86° 06' 50" W, (called West) with the south line of said 7.94 acre tract, and the north line of the aforementioned Iiams tract, a distance of 626.79 feet to the POINT OF BEGINNING and containing approximately 1.481 acres of land.

Tract 3:

BEING all that certain lot, tract, or parcel of land, situated in the L. Burgois survey, Abstract Number 52, Denton County, Texas, and being part of that certain called 1.5 acre tract of land, described in deed to Charles B. Iiams Jr., recorded in Volume 408, Page 363, Deed Records, Denton County, Texas, being part of that certain tract of land, described in deed to Mary Iiams Newman Nejtek, recorded in Document Number 1994-8726, Real Property Records, Denton County, Texas, and being part of that certain called 122.86 acre tract of land described in deed to H. H. Uecker, recorded in Volume 65, Page 451, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" rebar found that certain called 1.5 acre tract of land, described in deed to Max T. Witmer, recorded in Volume 408, Page 365, Deed Records, Denton County, Texas, being the northwest corner of that certain tract of land, described in deed to Mary Helen Brown and John Edward Huck, recorded in Document Number 2016-127668, Real Property Records, Denton County, Texas and being on the west line of said Uecker tract;

THENCE N 00° 59' 35" W, with the west line of said Witmer tract, and said Uecker tract, and generally with the remains of an old wire fence, passing at a distance of 103.16 feet a 1/2" rebar found at the northwest corner of said Witmer tract, and being the southwest corner of that certain called 1.5 acre tract of land, described in deed to Roy. S. Redding, recorded in Volume 408, Page 364, Deed Records, Denton County, Texas, continuing with the west line thereof, a total distance of 207.00 feet to a 1/2" capped rebar set stamped "McAdams" at the northwest corner thereof, being the southwest corner of said

Nejtek tract, and being the POINT OF BEGINNING of the herein described tract of land, from which a 1/2" capped rebar found stamped "Arthur Surveying Company" bears N 70° 56' E, a distance of 2.8 feet;

THENCE N 00° 59' 35" W, with the west line of said Nejtek tract and the west line of said Uecker tract, a distance of 103.22 feet (called North, 103.5 feet) to a 1/2" rebar found at the northwest corner of said Nejtek tract and being the southwest corner of that certain quitclaim deed to Charles B. Liams, recorded in Document Number 1994-48261, Real Property Records, Denton County, Texas, from which a 1" pipe found at the northwest corner thereof bears N 01° 50' 13" E, a distance of 115.02 feet (called North, 91.75 feet);

THENCE N 86° 06' 50" E, (called East) with the north line of said Nejtek tract, and the south line of said Liams quitclaim tract, a distance of 626.79 feet to a 1/2" capped rebar found stamped "Arthur Surveying Company" at the northwest corner of that certain Right of Way dedication, described as Tract 6, recorded in Document Number 98—R0062768, Real Property Records, Denton County, Texas;

THENCE S 00° 14' 55" E, with the west line of said Tract 6, a distance of 49.08 feet to a 1/2" rebar found;

THENCE N 89° 09' 35" E, a distance of 10.85 feet to a 1/2" capped rebar set stamped "McAdams" on the east line of said Liams tract, and said Nejtek tract;

THENCE S 00° 04' 00" E, (called South) with the east line thereof, a total distance of 53.33 feet to a 1/2" capped rebar set stamped "McAdams" at the southeast corner of said Nejtek tract, and being the northeast corner of said Redding tract, from which a 1/2" rebar found at the southeast corner thereof bears S 00° 04' 00" E, a distance of 103.71 feet (called South, 103.5 feet);

THENCE S 86° 06' 50" W, with the south line of said Nejtek tract, and the north line of said Redding tract, a distance of 636.14 feet (called West, 626.1 feet) to the POINT OF BEGINNING and containing approximately 1.495 acres of land.

Tract 4:

BEING all that certain lot, tract, or parcel of land, situated in the L. Burgois survey, Abstract Number 52, Denton County, Texas, and being all of that certain called 1.5 acre tract of land, described in deed to Roy. S. Redding, recorded in Volume 408, Page 364, Deed Records, Denton County, Texas, and being part of that certain called 122.86 acre tract of land described in deed to H. H. Uecker, recorded in Volume 65, Page 451, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" rebar found that certain called 1.5 acre tract of land, described in deed to Max T. Witmer, recorded in Volume 408, Page 365, Deed Records, Denton

County, Texas, being the northwest corner of that certain tract of land, described in deed to Mary Helen Brown and John Edward Huck, recorded in Document Number 2016-127668, Real Property Records, Denton County, Texas and being on the west line of said Uecker tract;

THENCE N 00° 59' 35" W, with the west line of said Witmer tract, and said Uecker tract, and generally with the remains of an old wire fence, a distance of 103.16 feet (called North, 103.5 feet), to a 1/2" rebar found at the northwest corner thereof, being the southwest corner of said Redding tract, and being the POINT OF BEGINNING of the herein described tract of land, from which a 1/2" capped rebar found stamped "Arthur Surveying Company" bears N 44° 37' E, a distance of 1.9 feet;

THENCE N 00° 59' 35" W, with the west line of said Redding tract, and said Uecker tract, and continuing with the remains of an old wire fence, a distance of 103.84 feet (called North, 103.5 feet) to a 1/2" capped rebar set stamped "McAdams" at the northwest corner of said Redding tract, and being the southwest corner of that certain tract of land, described in deed to Charles B. Iiams, recorded in Volume 408, Page 363, Deed Records, Denton County, Texas, from which a 1/2" rebar found at the northwest corner thereof bears N 00° 59' 35" W, a distance of 103.22 feet, and from which a 1/2" capped rebar found stamped "Arthur Surveying Company" bears N 70° 56' E, a distance of 2.8 feet;

THENCE N 86° 06' 50" E, with the north line of said Redding tract, and the south line of said Iiams tract, a distance of 636.14 feet (called East, 626.1 feet), to a 1/2" capped rebar set stamped "McAdams" at the common corner thereof, and being on the west line of Uecker Lane;

THENCE S 00° 04' 00" E, with the east line of said Redding tract, and the west line of said Uecker Lane, a distance of 103.71 feet (called South, 103.5 feet), to a 1/2" rebar found at the southeast corner of said Redding tract, and being the northeast corner of said Witmer tract, from which a 1/2" rebar found at the southeast corner thereof bears S 00° 04' 00" E, a distance of 103.49 feet'

THENCE S 86° 05' 35" W, with the south line of said Redding tract, and the north line of said Witmer tract, a distance of 634.47 feet (called West, 626.1 feet), to the POINT OF BEGINNING and containing approximately 1.511 acres of land.

Tract 5:

BEING all that certain lot, tract, or parcel of land, situated in the L. Burgois survey, Abstract Number 52, Denton County, Texas, and being all of that certain called 1.5 acre tract of land, described in deed to Max T. Witmer, recorded in Volume 408, Page 365, Deed Records, Denton County, Texas, and being part of that certain called 122.86 acre tract of land described in deed to H. H. Uecker, recorded in Volume 65, Page 451, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" rebar found at the southwest corner of said Witmer tract, being the northwest corner of that certain tract of land, described in deed to Mary Helen Brown and John Edward Huck, recorded in Document Number 2016-127668, Real Property Records, Denton County, Texas and being on the west line of said Uecker tract;

THENCE N 00° 59' 35" W, with the west line of said Witmer tract, and said Uecker tract, and generally with the remains of an old wire fence, a distance of 103.16 feet (called North, 103.5 feet), to a 1/2" rebar found at the northwest corner thereof, and being the southwest corner of that certain called 1.5 acre tract of land, described in deed to Roy S. Redding, recorded in Volume 408, Page 364, Deed Records, Denton County, Texas, from which a 1/2" capped rebar found stamped "Arthur Surveying Company" bears N 44° 37' E, a distance of 1.9 feet;

THENCE N 86° 05' 35" E, with the north line of said Witmer tract, and the south line of said Redding tract, a distance of 634.48 feet (called East, 626.1 feet), to a 1/2" rebar found at the common corner thereof, and being on the west line of Uecker Lane;

THENCE S 00° 04' 00" E, with the east line of said Witmer tract, and the west line of said Uecker Lane, a distance of 103.49 feet (called South, 103.5 feet), to a 1/2" rebar found at the southeast corner of said Witmer tract, and being the northeast corner of that certain tract of land, described in deed to Ray McBride, recorded in Document Number 2005-00747, Real Property Records, Denton County, Texas, from which a 1" pipe found at the southeast corner thereof bears S 00° 04' 00" E, a distance of 208.89 feet;

THENCE S 86° 06' 50" W, with the south line of said Witmer tract, and the north line of said McBride tract, passing at 316.54 feet the northwest corner thereof, and being the northeast corner of said Brown and Huck tract, continuing with the north line thereof, and generally with an old wire fence, a total distance of 632.79 feet (called West, 626.1 feet), to the POINT OF BEGINNING and containing approximately 1.500 acres of land.

**Denton County
Juli Luke
County Clerk**

Instrument Number: 146068

ERecordings-RP

DEED OF TRUST

Recorded On: August 12, 2021 09:35 AM

Number of Pages: 22

" Examined and Charged as Follows: "

Total Recording: \$110.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 146068
Receipt Number: 20210812000223
Recorded Date/Time: August 12, 2021 09:35 AM
User: Denise W
Station: Station 18

Record and Return To:

Corporation Service Company



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ASSIGNMENT OF RENTS

CHICAGO TITLE

GF# ~~80586421000854-PP~~

This ASSIGNMENT OF RENTS (this "*Assignment*") executed as of August 9, 2021, by DMR HOMES & CONSTRUCTIONS LP, a Texas limited partnership, 3732 Sicily Street, Irving, Dallas County, Texas 75038 ("*Borrower*") to TEXAS HERITAGE NATIONAL BANK, a Texas banking association, located at 107 Webb Street, Daingerfield, Texas 75638, as assignee, and its successor and assigns ("*Lender*").

RECITALS

- A. Borrower has executed the Note of even date herewith to Lender in the original principal amount of \$1,610,122.00.
- B. The Note is secured by the Loan Documents.
- C. Borrower desires to unconditionally assign the Rents to Lender.

SECTION I
DEFINITIONS

1.1 Definitions. As used in this Assignment, the following terms have the following meanings:

"*Deed of Trust*" means the Deed of Trust dated of even date herewith given by Borrower for the benefit of Lender relating to the Mortgaged Property, as it may from time to time be amended, extended, supplemented, or restated.

"*Event of Default*" means any happening or occurrence defined as an Event of Default in the Loan Agreement.

"*Governmental Authority*" has the meaning provided in the Deed of Trust.

"*Improvements*" has the meaning provided in the Deed of Trust.

"*Indebtedness*" has the meaning provided in the Deed of Trust.

"*Land*" means the "Land" as defined in the Deed of Trust and as more particularly described on *Exhibit A*.

"*Leases*" has the meaning provided in the Deed of Trust.

“Lease Guaranties” means, collectively, all claims and rights under all lease guaranties, letters of credit, and any other guarantee given to Borrower or any predecessor or successor of Borrower by any guarantor in connection with any of the Leases.

“Lease Rent Notice” means a notice from Lender to any Lessee under a Lease stating that the License has been terminated and instructing each such Lessee under a Lease to pay all current and future Rents under the Leases directly to Lender, and attorn in respect of all other obligations thereunder directly to Lender.

“Legal Requirements” has the meaning provided in the Deed of Trust.

“Lender’s Agent” means Borrower, solely for the purpose of collecting Rents and applying Rents as set forth in this Assignment, which agency shall never be deemed to be that of trustee and beneficiary for any purpose, and which agency relationship cannot be terminated by Borrower so long as the Loan Documents are in effect.

“Lessee” has the meaning provided in the Deed of Trust.

“License” has the meaning provided in the Deed of Trust.

“Loan” has the meaning provided in the Deed of Trust.

“Loan Agreement” means that certain Loan Agreement of even date herewith executed by and between Borrower and Lender as the same may from time to time be amended, supplemented or restated.

“Loan Documents” has the meaning provided in the Deed of Trust.

“Mortgaged Property” has the meaning provided in the Deed of Trust.

“Note” has the meaning provided in the Deed of Trust.

“Obligations” has the meaning provided in the Deed of Trust.

“Operating Expenses” means all expenses related to the ownership, operation, management, repair, and leasing of the Land and Improvements, including ground lease payments, garage operation expenses, Mortgaged Property insurance charges and premiums, ad valorem taxes and other impositions, waste prevention costs, ordinary repairs and maintenance costs, environmental audit costs, property management fees, security fees, normal accountant fees, reasonable marketing and promotional expenses, reasonable legal expenses, Lease obligation costs, and Governmental Authority compliance costs.

“Permitted Exceptions” has the meaning provided in the Deed of Trust.

“Person” has the meaning provided in the Deed of Trust.

“Rents” has the meaning provided in the Deed of Trust.

1.2 Additional Definitions. All capitalized terms not defined in this Assignment shall have the same meanings as given them in the Loan Agreement and/or Deed of Trust, as applicable. The interpretive provisions set forth in the Loan Agreement and Deed of Trust shall apply to this Assignment.

SECTION II CONSIDERATION

2.1 Consideration. This Assignment is made in consideration of the Loan and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

SECTION III GRANT AND ASSIGNMENT

3.1 Present Assignment. Borrower hereby unconditionally GRANTS, BARGAINS, SELLS, and CONVEYS the Rents unto Lender to provide a source of future payment of all of the Indebtedness and the performance of all of the Obligations, subject only to the License and any applicable Permitted Exceptions, it being the intention of Borrower and Lender that this conveyance be unconditional, presently and immediately effective, and not a security for the repayment of the Indebtedness and the Obligations; TO HAVE AND TO HOLD the Rents unto Lender forever and Borrower does hereby bind itself, its successors, and assigns to WARRANT AND FOREVER DEFEND the title to the Rents unto Lender against every Person whomsoever lawfully claiming or to claim the same or any part thereof.

3.2 Borrower's License. Lender hereby grants to Borrower the License. Borrower will receive all Rents and hold the same on behalf of Lender as Lender's Agent, and will apply the Rents so collected first to the payment of the Indebtedness, next to the performance and discharge of the Obligations and next to the payment of Operating Expenses. Thereafter, Borrower may use the balance of the Rents collected in any manner consistent with the Loan Documents. Neither this Assignment nor the receipt of Rents by Lender (except to the extent, if any, that Lender actually receives and applies such Rents to the Indebtedness) shall affect a *pro tanto* payment of the Indebtedness, and such Rents shall be applied by Lender as provided in **Section 3.3**. Furthermore, Lender shall not apply any such Rents to the Indebtedness until the money is actually received by Lender at the address in the introductory paragraph of this Assignment, or at such other place as Lender shall designate in writing, and Lender shall not apply such Rents to the Indebtedness after termination of the License or after foreclosure or any other transfer of the Mortgaged Property (or part thereof that earns Rents) to Lender or any other third party.

3.3 Reliance Upon Lease Rent Notice. Upon receipt from Lender of a Lease Rent Notice, each Lessee is authorized and directed to pay directly to Lender all Rents thereafter accruing, and the receipt of Rents by Lender shall be a release of such Lessee to the extent of all amounts so paid. The receipt by a Lessee of a Lease Rent Notice shall be sufficient authorization for such Lessee to make all future payments of Rents directly to Lender and each such Lessee shall be entitled to rely on the Lease Rent Notice and shall have no liability to Borrower for any Rents paid to Lender after receipt of the Lease Rent Notice. Rents so received by Lender under this

Assignment for any period prior to foreclosure under the Deed of Trust or acceptance of a deed in lieu of such foreclosure shall be applied by Lender to the payment of the following (in such order and priority as Lender shall determine): (a) all Operating Expenses; (b) all expenses incident to taking and retaining possession of the Mortgaged Property and/or collecting Rent as it becomes due and payable; and (c) the Indebtedness. The Indebtedness will not be reduced under this **Section 3.3** except to the extent, if any, that Lender actually receives and applies any Rents to the Indebtedness in accordance with the preceding sentence. Without impairing its rights hereunder, Lender may, at its option, at any time and from time to time, release to Borrower any Rents so received by Lender. As between Borrower and Lender, and any Person claiming through or under Borrower, other than any Lessee who has not received a Lease Rent Notice, this Assignment is intended to be unconditional, presently and immediately effective, and not a security for the repayment of the Indebtedness and the Obligations. The Lease Rent Notice is intended solely for the benefit of the Lessees and shall never inure to the benefit of Borrower or any Person claiming through or under Borrower, other than a Lessee who has not received such Lease Rent Notice. **FOLLOWING RECEIPT OF A LEASE RENT NOTICE AFTER THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT, BORROWER SHALL HAVE NO RIGHT OR CLAIM AGAINST ANY LESSEE FOR THE PAYMENT OF ANY RENTS TO LENDER HEREUNDER AND BORROWER WILL INDEMNIFY AND HOLD FREE AND HARMLESS EACH LESSEE FROM AND AGAINST ALL LIABILITY, LOSS, COST, DAMAGE, OR EXPENSE SUFFERED OR INCURRED BY SUCH LESSEE BY REASON OF SUCH LESSEE'S COMPLIANCE WITH ANY LEASE RENT NOTICE.**

3.4 Termination of Assignment. Upon payment in full of the Indebtedness, the delivery and recording of a release, satisfaction, or discharge of the Deed of Trust duly executed by Lender, such release, satisfaction, or discharge shall constitute a reassignment of the Rents to Borrower and this Assignment shall terminate.

3.5 Collection of Rents. At any time during which Borrower is receiving Rents directly from any of the Lessees, Borrower shall, upon receipt of written direction from Lender, make demand and/or sue for all Rents due and payable under one or more material Leases, as directed by Lender, as it becomes due and payable, including Rents that are past due and unpaid. If Borrower fails to take such action, or at any time during which Borrower is not receiving Rents directly from Lessees, Lender may, without obligation, demand, collect and sue for, in its own name or in the name of Borrower, all Rents due and payable under the Leases, as they become due and payable, including Rents that are past due and unpaid.

SECTION IV REPRESENTATIONS, WARRANTIES, AND COVENANTS

4.1 Representations and Warranties. Borrower unconditionally represents and warrants to Lender, as of the date hereof, and at all times during the term of this Assignment as follows:

(a) **No Default.** (i) Borrower has duly and punctually performed in all material respects each and every material term, covenant, condition, and warranty of the Leases on Borrower's part to be kept, observed, and performed; (ii) no material default has occurred

under the terms or provisions of any of the Leases; and (iii) no event has occurred and is continuing which, with the lapse of time or the giving of notice or both, would constitute a material default under any of the Leases.

(b) No Modification or Assignment of Leases; No Prepayment or Assignment of Rents. (i) Except as disclosed in the rent roll delivered to Lender, the Leases are valid, unmodified, and in full force and effect; (ii) neither Borrower nor any predecessor lessor has sold, assigned, transferred, mortgaged, or pledged the Leases or assigned the Rents, whether now due or hereafter to become due; (iii) the Rents now due or to become due for any periods subsequent to the date hereof have not been collected more than one (1) month in advance and payment thereof has not been anticipated more than one (1) month in advance, waived, released, discounted, setoff, or otherwise discharged or compromised; (iv) neither Borrower nor any predecessor lessor has taken any actions or executed any instruments that could prevent or limit Lender from taking any actions or exercising any rights or remedies under this Assignment; and (v) Borrower has not received any funds or deposits from any Lessee for which credit has not already been made on account of accrued Rents.

4.2 Covenants. Borrower unconditionally covenants with Lender as follows:

(a) Performance. (i) Borrower shall observe, perform, and discharge, duly and punctually in all material respects, all of the material obligations, terms, covenants, and conditions, in the Loan Documents and Leases; and (ii) Borrower shall give prompt notice to Lender of any failure on the part of Borrower to observe, perform, and discharge the same in all material respects.

(b) Prepayment or Assignment of Rents. Borrower shall not (i) receive nor collect any Rents from any present or future Lessee for a period of more than one (1) month in advance (whether in cash or by evidence of indebtedness); (ii) pledge, transfer, mortgage, or otherwise encumber or assign future payments of Rents; (iii) waive, excuse, condone, discount, setoff, compromise, or in any other manner release or discharge any Lessee of and from any material obligations, covenants, conditions, and agreements to be kept, observed, and performed by such Lessee, including the obligation to pay Rents thereunder in the amount, manner, time, and place specified therein; and (iv) incur any Indebtedness to any Lessee or guarantor under any Lease Guaranty, for borrowed monies or otherwise, which could ever be used as an offset against the Rents.

(c) No Sublease or Assignment. Borrower shall not consent to any subletting of the Mortgaged Property or any part thereof, nor to any assignment of any Lease by any Lessee thereunder, nor to any assignment or further subletting of any sublease, without obtaining in each instance the prior written consent of Lender.

(d) Delivery of Leases; Further Acts and Assurances. Until the Indebtedness and the Obligations have been paid in full and discharged, upon Lender's request Borrower will deliver to Lender executed copies of all existing and future Leases when executed and will transfer and assign future Rents upon the same terms and conditions as herein

contained, and Borrower will make, execute, and deliver to Lender, upon demand and at any time or times, all assignments and other documents and instruments which Lender may deem advisable to carry out the true purpose and intent of this Assignment.

(e) **Security Deposits.** Borrower, as Lender's Agent, shall hold all security deposits received under the Leases in an account separate from all other funds. After the occurrence and during the continuance of an Event of Default, and upon the written demand by Lender, Borrower shall pay to Lender all security deposits for which the lessor under the Leases shall be liable to the Lessees. Upon, but only to the extent of, receipt by Lender of such security deposits, Lender shall be responsible for and liable to such Lessees with respect to the security deposits.

(f) **Not an Executory Contract.** This Assignment is not an executory contract under applicable law and Lender owes no performance that would make this Assignment an executory contract.

SECTION V REMEDIES

5.1 Remedies of Lender.

(a) Upon the occurrence and during the continuance of an Event of Default, the License and Borrower's relationship as Lender's Agent to collect Rents shall automatically terminate without any further action by Lender and Lender may then give the Lease Rent Notice to Lessees. It shall never be necessary for Lender to institute legal proceedings of any kind whatsoever to enforce any provision of this Assignment. After the termination of the License, all Rents collected by Lender shall be applied as set forth in **Section 3.3** of this Assignment. Neither the entering upon and taking possession of the Mortgaged Property nor Lender's collection of Rents and the application thereof under **Section 3.3** shall cure or waive any Event of Default or notice of default, if any, nor invalidate any action under such notice. Failure or discontinuance by Lender, at any time or from time to time, to collect said Rents shall not in any manner impair the subsequent enforcement by Lender of the right, power, and authority herein granted to Lender. Nothing contained herein, nor the exercise of any right, power, or authority herein granted to Lender shall be or shall be construed to be, an affirmation by Lender of any tenancy, Lease, or option, nor an assumption of liability under, nor the subordination of, the Deed of Trust, to any such tenancy, Lease, or option, nor an election of judicial relief, if any such relief is requested or obtained as to the Rents, the Mortgaged Property, or any collateral given by Borrower to Lender.

(b) In addition, upon the occurrence and during the continuance of an Event of Default, Lender, at its option, may (i) complete any construction on the Mortgaged Property in such manner and form as Lender deems advisable; (ii) exercise all rights and

powers of Borrower, including the right to demand, sue for, collect, and receive all Rents; (iii) require Borrower to pay monthly in advance to Lender the fair and reasonable rental value for Borrower's use and occupancy of any part of the Mortgaged Property, or require Borrower to vacate and surrender such possession of the Mortgaged Property to Lender and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

(c) Upon the occurrence and during the continuance of an Event of Default, Lender may take any action to recover any of the Indebtedness, to resort to any security for the repayment of the Indebtedness, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights and actions of Lender under this Assignment or the Loan Documents shall be separate, distinct, and cumulative and none shall be given effect to the exclusion of the others.

5.2 Waiver of Borrower. Borrower absolutely, unconditionally, and irrevocably waives all rights to assert any setoff, counterclaim, or cross-claim of any nature whatsoever regarding the obligations of Borrower under this Assignment or the Loan in any action or proceeding brought by Lender to collect any such obligations or to enforce and realize upon the liens and security interests created by any of the Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim, or cross-claim of any nature whatsoever against Lender in any separate action or proceeding).

5.3 Release of Security. Lender may take or release any security for the payment of the Indebtedness, may release any party primarily or secondarily liable therefor, and may apply any security held by Lender to the reduction or satisfaction of the Indebtedness without prejudice to any of its rights under this Assignment.

5.4 Non-Waiver of Lender. Nothing contained in this Assignment and no action or omission by Lender under this Assignment shall be deemed a waiver by Lender of its rights and remedies under the Loan Documents, and this Assignment is made and accepted without prejudice to any of Lender's rights and remedies under the Loan Documents. Lender's exercise of its rights granted in **Section 5.1** of this Assignment and the collection and application of the Rents shall not be considered a waiver by Lender of any default by Borrower under the Leases, this Assignment, or the Loan Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of: (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Loan Documents; (b) the release, regardless of consideration, of any of the Mortgaged Property; or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment or any of the Loan Documents.

SECTION VI
FURTHER ASSURANCES/NO LIABILITY

6.1 Further Assurances. Borrower will, at its sole expense, make, execute, acknowledge, and deliver all such further acts, conveyances, assignments, notices of assignments, transfers, and assurances (a) that Lender shall from time to time require for the better assuring, conveying, assigning, transferring, and confirming unto Lender the property and rights intended to be assigned now or in the future, (b) that Borrower may now or in the future become bound to convey or assign to Lender, (c) to carry out the intention or facilitate the performance of the terms of this Assignment, or (d) to file, register, or record this Assignment. On demand, Borrower will execute and deliver, and hereby authorizes Lender to execute in the name of Borrower, to the extent Lender may lawfully do so, one or more assignments, conveyances, or transfers to evidence more effectively the assignments or other agreements herein contained on the part of Borrower.

6.2 No Liability of Lender. This Assignment shall not be construed to be an assumption of, or to bind Lender to the performance of, any of the covenants, conditions, or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to lease any of the Mortgaged Property after an Event of Default or from any other act or omission of Lender in managing the Mortgaged Property after an Event of Default, unless such loss is caused by the willful misconduct or gross negligence of Lender. This Assignment shall not operate to place any obligation or liability for the control, care, management, or repair of the Mortgaged Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Mortgaged Property by the tenants or any other parties or for any dangerous or defective condition of the Mortgaged Property, including the presence of any Hazardous Substances (as defined in that certain Environmental Indemnity Agreement dated as of the date hereof, executed by Borrower in favor of Lender), or for any negligence in the management, upkeep, repair, or control of the Mortgaged Property resulting in loss, injury, or death to any tenant, licensee, employee, or stranger unless such loss is caused by the willful misconduct or gross negligence of Lender.

6.3 Borrower's Indemnities. BORROWER AGREES TO INDEMNIFY, DEFEND, AND HOLD LENDER AND ITS AGENTS, REPRESENTATIVES, AND EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ALL LIABILITY, LOSS, COST, DAMAGE, OR EXPENSE WHICH LENDER AND ITS AGENTS, REPRESENTATIVES, AND EMPLOYEES MAY INCUR UNDER OR BY REASON OF THIS ASSIGNMENT OR IN RELATION TO THE RENTS, OR FOR ANY ACTION TAKEN BY LENDER OR ITS AGENTS, REPRESENTATIVES, OR EMPLOYEES HEREUNDER, OR BY REASON OR IN DEFENSE OF ALL CLAIMS AND DEMANDS WHATSOEVER THAT MAY BE ASSERTED AGAINST LENDER AND ITS AGENTS, REPRESENTATIVES, AND EMPLOYEES ARISING OUT OF THE LEASES OR THE LEASE GUARANTIES, INCLUDING SPECIFICALLY, BUT WITHOUT LIMITATION, ANY CLAIM BY ANY LESSEE OF CREDIT FOR RENTS PAID TO AND RECEIVED BY BORROWER AFTER THE OCCURRENCE AND DURING THE CONTINUANCE

OF AN EVENT OF DEFAULT, BUT NOT DELIVERED TO LENDER OR ITS AGENTS, REPRESENTATIVES, OR EMPLOYEES, FOR ANY PERIOD UNDER ANY LEASE MORE THAN ONE (1) MONTH IN ADVANCE OF THE DUE DATE THEREOF. IF LENDER OR ITS AGENTS, REPRESENTATIVES, OR EMPLOYEES INCURS ANY SUCH LIABILITY, LOSS, COST, DAMAGE, OR EXPENSE, THE AMOUNT THEREOF, INCLUDING REASONABLE ATTORNEYS' FEES, WITH INTEREST THEREON AT THE DEFAULT RATE SPECIFIED IN THE NOTE, SHALL BE PAYABLE BY BORROWER TO LENDER IMMEDIATELY, WITHOUT DEMAND, AND SHALL BE SECURED BY ALL SECURITY FOR THE PAYMENT AND PERFORMANCE OF THE INDEBTEDNESS AND THE OBLIGATIONS, INCLUDING SPECIFICALLY, BUT WITHOUT LIMITATION, THE LIEN AND SECURITY INTEREST OF THE DEED OF TRUST; PROVIDED, HOWEVER, THAT THE RENTS ARE NOT AND SHALL NOT BE SECURITY FOR THE LIABILITY OF BORROWER, IF ANY, UNDER THIS SECTION.

6.4 No Mortgagee in Possession. Nothing in this Assignment shall cause Lender to be considered a "mortgagee in possession" in the absence of Lender taking actual possession of the Mortgaged Property. Borrower shall not assert or enforce any liability against Lender for the exercise of the powers herein granted to Lender, all such liability being expressly waived and released by Borrower.

SECTION VII APPLICABLE LAW

7.1 Governing Law; Venue. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS; *PROVIDED THAT* LENDER SHALL RETAIN ALL RIGHTS UNDER FEDERAL LAW. THIS ASSIGNMENT HAS BEEN ENTERED INTO IN UPSHUR COUNTY, TEXAS, AND IS PERFORMABLE FOR ALL PURPOSES IN UPSHUR COUNTY OR MORRIS COUNTY, TEXAS. THE PARTIES HEREBY AGREE THAT ANY LAWSUIT, ACTION, OR PROCEEDING THAT IS BROUGHT (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS, THE TRANSACTIONS CONTEMPLATED THEREBY, OR THE ACTIONS OF LENDER IN THE NEGOTIATION, ADMINISTRATION OR ENFORCEMENT OF ANY OF THE LOAN DOCUMENTS SHALL BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN UPSHUR COUNTY OR MORRIS COUNTY, TEXAS. BORROWER HEREBY IRREVOCABLY AND UNCONDITIONALLY (A) SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS, (B) WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH LAWSUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT, AND (C) FURTHER WAIVES ANY CLAIM THAT IT MAY NOW OR HEREAFTER HAVE THAT ANY SUCH COURT IS AN INCONVENIENT FORUM.

7.2 Provisions Subject to Applicable Law. All rights, powers, and remedies provided in this Assignment may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable, or not entitled to be recorded, registered, or filed under the provisions of any applicable laws.

SECTION VIII MISCELLANEOUS PROVISIONS

8.1 Duplicate Originals; Counterparts. To facilitate execution, this Assignment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

8.2 Notices. Whenever any notice is required or permitted to be given under the terms of this Assignment, the same shall be effective when given in accordance with the terms of the Deed of Trust.

8.3 Joint and Several Liability. If Borrower consists of more than one Person, each shall be jointly and severally liable to perform the obligations of Borrower under this Assignment.

8.4 Headings, Etc. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

8.5 Recitals. The recital and introductory paragraphs of this Assignment are a part hereof, form a basis for this Assignment, and shall be considered *prima facie* evidence of the facts and documents referred to herein.

8.6 Sole Discretion of Lender. Wherever this Assignment calls for Lender to (a) exercise any right to approve or disapprove, (b) determine that any arrangement or term is satisfactory to Lender, or (c) make any other decision or determination, all decisions of Lender to approve or disapprove, all decisions that arrangements or terms are satisfactory or not satisfactory, and all other decisions and determinations made by Lender shall be in the sole discretion of Lender, except as otherwise specifically provided herein or in the Deed of Trust.

8.7 Expenses of Borrower. Wherever this Assignment requires Borrower to pay any expenses, such expenses shall include reasonable legal fees and disbursements of Lender, whether with respect to retained firms, the reimbursement of the expenses for in-house staff, or otherwise.

8.8 Survival of Obligations. The provisions of this Assignment shall survive the execution and delivery of this Assignment and the consummation of the Loan and shall continue in full force and effect until the termination of this Assignment; provided, however, that nothing contained in this **Section 8.8** shall limit the obligations of Borrower as otherwise set forth herein.

8.9 Recording and Filing. Borrower will cause this Assignment (as requested by Lender) and all amendments and supplements thereto and substitutions therefor to be recorded,

filed, re-recorded, and re-filed in such manner and in such places as Lender shall reasonably request, and will pay all such recording, filing, re-recording, and re-filing taxes, fees, and other charges.

8.10 Final Agreement; Amendment. THIS ASSIGNMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AND ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF, AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO. THIS ASSIGNMENT MAY ONLY BE AMENDED OR WAIVED BY AN INSTRUMENT IN WRITING SIGNED BY THE PARTIES HERETO.

8.11 Waiver of Trial by Jury. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LENDER AND BORROWER HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY OR THE ACTIONS OF LENDER IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT THEREOF. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

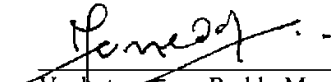
8.12 Successors and Assigns. The terms and provisions of this Assignment shall inure to the benefit of Lender and any subsequent holder of the Note and shall be binding upon Borrower, its heirs, executors, administrators, successors, and assigns and any subsequent owner of the Mortgaged Property.

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EXECUTED to be effective as of the date first written above.

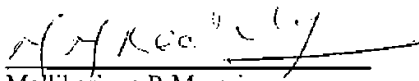
BORROWER:

DMR HOMES & CONSTRUCTIONS LP,
a Texas limited partnership

By: 

Venkataramana Reddy Murari,
General Partner

By: _____
Bondili Dharmender Singh,
General Partner

By: 

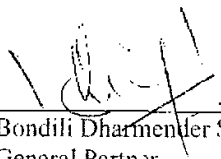
Mallikarjuna R Murari,
Limited Partner

EXECUTED to be effective as of the date first written above.

BORROWER:

DMR HOMES & CONSTRUCTIONS LP,
a Texas limited partnership

By: _____
Venkataramana Reddy Murari,
General Partner

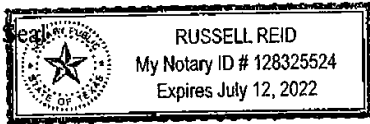
By:  _____
Bondili Dharmender Singh,
General Partner

By: _____
Mallikarjuna R Murari,
Limited Partner

STATE OF TEXAS §

COUNTY OF DALLAS §

On August 9, 2021, before me, a Notary Public of the State of Texas, personally appeared Venkataramana Reddy Murari, as a General Partner of DMR Homes & Constructions LP, a Texas limited partnership, on behalf of the limited partnership, known to me to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she then executed the same in his/her authorized capacity.



[Signature]
Notary Public in and for
the State of TEXAS

STATE OF _____ §

COUNTY OF _____ §

On August _____, 2021, before me, a Notary Public of the State of Texas, personally appeared Bondili Dharmender Singh, as a General Partner of DMR Homes & Constructions LP, a Texas limited partnership, on behalf of the limited partnership, known to me to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she then executed the same in his/her authorized capacity.

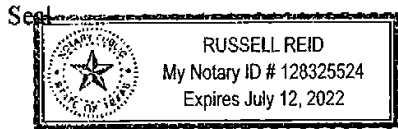
Seal

Notary Public in and for
the State of _____

STATE OF TEXAS §

COUNTY OF DALLAS §

On August 9, 2021, before me, a Notary Public of the State of Texas, personally appeared Mallikarjuna R Murari, as a Limited Partner of DMR Homes & Constructions LP, a Texas limited partnership, on behalf of the limited partnership, known to me to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she then executed the same in his/her authorized capacity.



[Signature]
Notary Public in and for
the State of TEXAS

ASSIGNMENT OF RENTS
DMR Homes & Constructions LP
Lender's Loan No. 3130908-62999

Page 13 of 19

STATE OF _____ §

COUNTY OF _____ §

On August _____, 2021, before me, a Notary Public of the State of Texas, personally appeared Venkataramana Reddy Murari, as a General Partner of DMR Homes & Constructions LP, a Texas limited partnership, on behalf of the limited partnership, known to me to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she then executed the same in his/her authorized capacity.

Seal

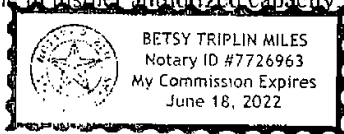
Notary Public in and for
the State of _____

STATE OF TX §

COUNTY OF FORT BEND §

On August 9, 2021, before me, a Notary Public of the State of Texas, personally appeared Bondili Dharmender Singh, as a General Partner of DMR Homes & Constructions LP, a Texas limited partnership, on behalf of the limited partnership, known to me to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she then executed the same in his/her authorized capacity.

Seal



Betsy Triplin Miles
Notary Public in and for
the State of TX

STATE OF _____ §

COUNTY OF _____ §

On August _____, 2021, before me, a Notary Public of the State of Texas, personally appeared Mallikarjuna R Murari, as a Limited Partner of DMR Homes & Constructions LP, a Texas limited partnership, on behalf of the limited partnership, known to me to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she then executed the same in his/her authorized capacity.

Seal

Notary Public in and for
the State of _____

ASSIGNMENT OF INTERESTS
DMR Homes & Constructions LP
Lender's Loan No. 3130908-62999

Page 13 of 19

EXHIBIT A
LEGAL DESCRIPTION

Tract 1:

BEING all that certain lot, tract, or parcel of land, situated in the L. Burgois survey, Abstract Number 52, Denton County, Texas, being part of that certain tract of land, described in deed to Robert Earl Todd, and wife Dorothy Ann Todd, recorded in Volume 468, page 236, Deed Records, Denton County, Texas, and being part of that certain called 7.94 acre tract of land, described in deed to Charles B. Iiams Jr., Roy S. Redding and Max T. Witmer, recorded in Volume 410, Page 60, Deed Records, Denton County, Texas, and being part of that certain called 122.86 acre tract of land described in deed to H. H. Uecker, recorded in Volume 65, Page 451, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" rebar found that certain called 1.5 acre tract of land, described in deed to Max T. Witmer, recorded in Volume 408, Page 365, Deed Records, Denton County, Texas, being the northwest corner of that certain tract of land, described in deed to Mary Helen Brown and John Edward Huck, recorded in Document Number 2016-127668, Real Property Records, Denton County, Texas and being on the west line of said Uecker tract;

THENCE N 00° 59' 35" W, with the west line of said Witmer tract, and said Uecker tract, and generally with the remains of an old wire fence, passing at a distance of 103.16 feet a 1/2" rebar found at the northwest corner of said Witmer tract, and being the southwest corner of that certain called 1.5 acre tract of land, described in deed to Roy. S. Redding, recorded in Volume 408, Page 364, Deed Records, Denton County, Texas, continuing with the west line thereof, passing at a distance of 207.00 feet the northwest corner thereof, and being the southwest corner of that certain called 1.5 acre tract of land, described in deed to Charles B. Iiams Jr., recorded in Volume 408, Page 363, continuing with the west line thereof, a total distance of 310.22 feet (called North, 310.5 feet) to a 1/2" rebar found at the southwest corner of said 7.94 acre tract;

THENCE N 01° 50' 13" E, with the west line of said 7.94 acre tract, and said Uecker tract, generally with the remains of an old wire fence, a distance of 115.02 feet (called North, 91.75 feet in said Todd Deed) to a 1" pipe found at the southwest corner of said Todd tract;

THENCE N 01° 50' 13" E, with the west line of said 7.94 acre tract, said Uecker tract, and said Todd tract, a distance of 91.35 feet, (called North, 91.75 feet), to a 1/2" rebar found at the northwest corner of said Todd tract, and being the southwest corner of that certain tract of land, described in deed to David L. Paris and wife, Ruetta Paris, recorded in Volume 671, Page 715, Deed Records, Denton County, Texas;

THENCE N 88° 08' 15" E, (called East) with the north line of said Todd tract, and the

south line of said Paris tract, a distance of 618.25 feet to a 1/2" capped rebar set stamped "McAdams" at the northwest corner of that certain right-of-way dedication, described as Tract 4, recorded in Document Number 98—R0062752, Real Property Records, Denton County, Texas;

THENCE S 00° 15' 00" E, with the west line of said Tract 5, a distance of 91.74 feet to a 1/2" capped rebar set stamped "McAdams" at the southwest corner thereof, being on the south line of said Todd tract;

THENCE S 88° 11' 15" W, (called West) with the south line of said Todd tract, a distance 621.57 feet to the POINT OF BEGINNING and containing approximately 1.301 acres of land.

Tract 2:

BEING all that certain lot, tract, or parcel of land, situated in the L. Burgois survey, Abstract Number 52, Denton County, Texas, and being part of that certain called 7.94 acre tract of land, described in deed to Charles B. Iiams Jr., Roy S. Redding and Max T. Witmer, recorded in Volume 410, Page 60, Deed Records, Denton County, Texas, and being part of that certain called 122.86 acre tract of land described in deed to H. H. Uecker, recorded in Volume 65, Page 451, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" rebar found that certain called 1.5 acre tract of land, described in deed to Max T. Witmer, recorded in Volume 408, Page 365, Deed Records, Denton County, Texas, being the northwest corner of that certain tract of land, described in deed to Mary Helen Brown and John Edward Huck, recorded in Document Number 2016-127668, Real Property Records, Denton County, Texas and being on the west line of said Uecker tract;

THENCE N 00° 59' 35" W, with the west line of said Witmer tract, and said Uecker tract, and generally with the remains of an old wire fence, passing at a distance of 103.16 feet a 1/2" rebar found at the northwest corner of said Witmer tract, and being the southwest corner of that certain called 1.5 acre tract of land, described in deed to Roy. S. Redding, recorded in Volume 408, Page 364, Deed Records, Denton County, Texas, continuing with the west line thereof, passing at a distance of 207.00 feet the northwest corner thereof, and being the southwest corner of that certain called 1.5 acre tract of land, described in deed to Charles B. Iiams Jr., recorded in Volume 408, Page 363, continuing with the west line thereof, a total distance of 310.22 feet (called North, 310.5 feet) to a 1/2" rebar found at the southwest corner of said 7.94 acre tract, and being the southwest corner of the herein described tract of land;

THENCE N 01° 50' 13" E, with the west line of said 7.94 acre tract, and said Uecker tract, generally with the remains of an old wire fence, a distance of 115.02 feet to a 1" pipe found at the southwest corner of that certain tract of land, described in deed to

Robert Earl Todd and wife, Dorothy Ann Todd, recorded in Volume 468, Page 236, Deed Records, Denton County, Texas (called North, 91.75 feet in said Todd Deed), from which a 1/2" capped rebar found stamped IRPLS 3199" bears S 14° 48' W, a distance of 0.5 feet;

THENCE N 88° 11' 15" E, with the south line of said Todd tract, a distance of 621.57 feet to a 1/2" capped rebar set stamped "McAdams" at the northwest corner of that certain right—of—way dedication, described as Tract 5, recorded in Document Number 98—R0073297, Real Property Records, Denton County, Texas;

THENCE S 00°15'00" E, with the west line of said Tract 5, a distance of 92.14 feet to a 1/2" capped rebar found stamped "Arthur Surveying Company", being on the south line of said 7.94 acre tract, and being on the north line of said Iiams tract recorded in Volume 408, Page 363;

THENCE S 86° 06' 50" W, (called West) with the south line of said 7.94 acre tract, and the north line of the aforementioned Iiams tract, a distance of 626.79 feet to the POINT OF BEGINNING and containing approximately 1.481 acres of land.

Tract 3:

BEING all that certain lot, tract, or parcel of land, situated in the L. Burgois survey, Abstract Number 52, Denton County, Texas, and being part of that certain called 1.5 acre tract of land, described in deed to Charles B. Iiams Jr., recorded in Volume 408, Page 363, Deed Records, Denton County, Texas, being part of that certain tract of land, described in deed to Mary Iiams Newman Nejtek, recorded in Document Number 1994-8726, Real Property Records, Denton County, Texas, and being part of that certain called 122.86 acre tract of land described in deed to H. H. Uecker, recorded in Volume 65, Page 451, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" rebar found that certain called 1.5 acre tract of land, described in deed to Max T. Witmer, recorded in Volume 408, Page 365, Deed Records, Denton County, Texas, being the northwest corner of that certain tract of land, described in deed to Mary Helen Brown and John Edward Huck, recorded in Document Number 2016-127668, Real Property Records, Denton County, Texas and being on the west line of said Uecker tract;

THENCE N 00° 59' 35" W, with the west line of said Witmer tract, and said Uecker tract, and generally with the remains of an old wire fence, passing at a distance of 103.16 feet a 1/2" rebar found at the northwest corner of said Witmer tract, and being the southwest corner of that certain called 1.5 acre tract of land, described in deed to Roy. S. Redding, recorded in Volume 408, Page 364, Deed Records, Denton County, Texas, continuing with the west line thereof, a total distance of 207.00 feet to a 1/2" capped rebar set stamped "McAdams" at the northwest corner thereof, being the southwest corner of said

Nejtek tract, and being the POINT OF BEGINNING of the herein described tract of land, from which a 1/2" capped rebar found stamped "Arthur Surveying Company" bears N 70° 56' E, a distance of 2.8 feet;

THENCE N 00° 59' 35" W, with the west line of said Nejtek tract and the west line of said Uecker tract, a distance of 103.22 feet (called North, 103.5 feet) to a 1/2" rebar found at the northwest corner of said Nejtek tract and being the southwest corner of that certain quitclaim deed to Charles B. Iiams, recorded in Document Number 1994-48261, Real Property Records, Denton County, Texas, from which a 1" pipe found at the northwest corner thereof bears N 01° 50' 13" E, a distance of 115.02 feet (called North, 91.75 feet);

THENCE N 86° 06' 50" E, (called East) with the north line of said Nejtek tract, and the south line of said Iiams quitclaim tract, a distance of 626.79 feet to a 1/2" capped rebar found stamped "Arthur Surveying Company" at the northwest corner of that certain Right of Way dedication, described as Tract 6, recorded in Document Number 98—R0062768, Real Property Records, Denton County, Texas;

THENCE S 00° 14' 55" E, with the west line of said Tract 6, a distance of 49.08 feet to a 1/2" rebar found;

THENCE N 89° 09' 35" E, a distance of 10.85 feet to a 1/2" capped rebar set stamped "McAdams" on the east line of said Iiams tract, and said Nejtek tract;

THENCE S 00° 04' 00" E, (called South) with the east line thereof, a total distance of 53.33 feet to a 1/2" capped rebar set stamped "McAdams" at the southeast corner of said Nejtek tract, and being the northeast corner of said Redding tract, from which a 1/2" rebar found at the southeast corner thereof bears S 00° 04' 00" E, a distance of 103.71 feet (called South, 103.5 feet);

THENCE S 86° 06' 50" W, with the south line of said Nejtek tract, and the north line of said Redding tract, a distance of 636.14 feet (called West, 626.1 feet) to the POINT OF BEGINNING and containing approximately 1.495 acres of land.

Tract 4:

BEING all that certain lot, tract, or parcel of land, situated in the L. Burgois survey, Abstract Number 52, Denton County, Texas, and being all of that certain called 1.5 acre tract of land, described in deed to Roy. S. Redding, recorded in Volume 408, Page 364, Deed Records, Denton County, Texas, and being part of that certain called 122.86 acre tract of land described in deed to H. H. Uecker, recorded in Volume 65, Page 451, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" rebar found that certain called 1.5 acre tract of land, described

in deed to Max T. Witmer, recorded in Volume 408, Page 365, Deed Records, Denton County, Texas, being the northwest corner of that certain tract of land, described in deed to Mary Helen Brown and John Edward Huck, recorded in Document Number 2016-127668, Real Property Records, Denton County, Texas and being on the west line of said Uecker tract;

THENCE N 00° 59' 35" W, with the west line of said Witmer tract, and said Uecker tract, and generally with the remains of an old wire fence, a distance of 103.16 feet (called North, 103.5 feet), to a 1/2" rebar found at the northwest corner thereof, being the southwest corner of said Redding tract, and being the POINT OF BEGINNING of the herein described tract of land, from which a 1/2" capped rebar found stamped "Arthur Surveying Company" bears N 44° 37' E, a distance of 1.9 feet;

THENCE N 00° 59' 35" W, with the west line of said Redding tract, and said Uecker tract, and continuing with the remains of an old wire fence, a distance of 103.84 feet (called North, 103.5 feet) to a 1/2" capped rebar set stamped "McAdams" at the northwest corner of said Redding tract, and being the southwest corner of that certain tract of land, described in deed to Charles B. Iiams, recorded in Volume 408, Page 363, Deed Records, Denton County, Texas, from which a 1/2" rebar found at the northwest corner thereof bears N 00° 59' 35" W, a distance of 103.22 feet, and from which a 1/2" capped rebar found stamped "Arthur Surveying Company" bears N 70° 56' E, a distance of 2.8 feet;

THENCE N 86° 06' 50" E, with the north line of said Redding tract, and the south line of said Iiams tract, a distance of 636.14 feet (called East, 626.1 feet), to a 1/2" capped rebar set stamped "McAdams" at the common corner thereof, and being on the west line of Uecker Lane;

THENCE S 00° 04' 00" E, with the east line of said Redding tract, and the west line of said Uecker Lane, a distance of 103.71 feet (called South, 103.5 feet), to a 1/2" rebar found at the southeast corner of said Redding tract, and being the northeast corner of said Witmer tract, from which a 1/2" rebar found at the southeast corner thereof bears S 00° 04' 00" E, a distance of 103.49 feet

THENCE S 86° 05' 35" W, with the south line of said Redding tract, and the north line of said Witmer tract, a distance of 634.47 feet (called West, 626.1 feet), to the POINT OF BEGINNING and containing approximately 1.511 acres of land.

Tract 5:

BEING all that certain lot, tract, or parcel of land, situated in the L. Burgois survey, Abstract Number 52, Denton County, Texas, and being all of that certain called 1.5 acre tract of land, described in deed to Max T. Witmer, recorded in Volume 408, Page 365, Deed Records, Denton County, Texas, and being part of that certain called 122.86 acre tract of land described in deed to H. H. Uecker, recorded in Volume 65, Page 451, Deed

Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" rebar found at the southwest corner of said Witmer tract, being the northwest corner of that certain tract of land, described in deed to Mary Helen Brown and John Edward Huck, recorded in Document Number 2016-127668, Real Property Records, Denton County, Texas and being on the west line of said Uecker tract;

THENCE N 00° 59' 35" W, with the west line of said Witmer tract, and said Uecker tract, and generally with the remains of an old wire fence, a distance of 103.16 feet (called North, 103.5 feet), to a 1/2" rebar found at the northwest corner thereof, and being the southwest corner of that certain called 1.5 acre tract of land, described in deed to Roy S. Redding, recorded in Volume 408, Page 364, Deed Records, Denton County, Texas, from which a 1/2" capped rebar found stamped "Arthur Surveying Company" bears N 44° 37' E, a distance of 1.9 feet;

THENCE N 86° 05' 35" E, with the north line of said Witmer tract, and the south line of said Redding tract, a distance of 634.48 feet (called East, 626.1 feet), to a 1/2" rebar found at the common corner thereof, and being on the west line of Uecker Lane;

THENCE S 00° 04' 00" E, with the east line of said Witmer tract, and the west line of said Uecker Lane, a distance of 103.49 feet (called South, 103.5 feet), to a 1/2" rebar found at the southeast corner of said Witmer tract, and being the northeast corner of that certain tract of land, described in deed to Ray McBride, recorded in Document Number 2005-00747, Real Property Records, Denton County, Texas, from which a 1" pipe found at the southeast corner thereof bears S 00° 04' 00" E, a distance of 208.89 feet;

THENCE S 86° 06' 50" W, with the south line of said Witmer tract, and the north line of said McBride tract, passing at 316.54 feet the northwest corner thereof, and being the northeast corner of said Brown and Huck tract, continuing with the north line thereof, and generally with an old wire fence, a total distance of 632.79 feet (called West, 626.1 feet), to the POINT OF BEGINNING and containing approximately 1.500 acres of land.

Denton County
Juli Luke
County Clerk

Instrument Number: 154697

ERecordings-UCC

FINANCING STATEMENT

Recorded On: August 25, 2021 01:17 PM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$30.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 154697
Receipt Number: 20210825000549
Recorded Date/Time: August 25, 2021 01:17 PM
User: Joy R
Station: Station 19

Record and Return To:

Corporation Service Company



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Kelly Patterson 903-438-2000
B. E-MAIL CONTACT AT FILER (optional) kpatterson@texashnb.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Texas Heritage National Bank 107 Webb St. Daingerfield, TX 75638

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

WE
SS
EX
PL
AC
E

1a. ORGANIZATION'S NAME
DMR HOMES & CONSTRUCTIONS LP, a Texas limited partnership

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
3732 Sicily Street Irving TX 75038 USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR

2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY). Provide only one Secured Party name (3a or 3b)

OR

3a. ORGANIZATION'S NAME
TEXAS HERITAGE NATIONAL BANK

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
107 Webb St. Daingerfield TX 75638 USA

4. COLLATERAL: This financing statement covers the following collateral:
All goods (including, without limitation), building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs, and other personal property and embedded software included therein and supporting information), wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on: (i) the real property described on Exhibit A attached hereto and incorporated by reference herein (to the extent the same are not effectively made a part of the real property pursuant to Section 1.1 above); or (ii) the Improvements (which real property and Improvements are collectively referred to herein as the Property); together with all rents derived from the Property (to the extent, if any, they are not subject to Article 3); all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles (including payment intangibles and software); chattel paper (whether electronic or tangible), instruments (including, without limitation, promissory notes), documents, drafts, letters of credit (whether electronic or tangible), letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, operation, sale or disposition of the Property or any business now or hereafter conducted thereon by Grantor; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Property; all deposits or other security now or hereafter made with or given

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable) ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA
Denton County

International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9 NAME OF FIRST DEBTOR. Same as line 1a or 1b on Financing Statement, if line 1b was left blank because individual Debtor name did not fit, check here ☐					
OR	9a ORGANIZATION'S NAME DMR Homes & Constructions LP				
	9b. INDIVIDUAL'S SURNAME				
	FIRST PERSONAL NAME				
	ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY					
10 DEBTOR'S NAME: Provide (10a or 10b) only <u>one</u> additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c					
OR	10a. ORGANIZATION'S NAME				
	10b. INDIVIDUAL'S SURNAME				
	INDIVIDUAL'S FIRST PERSONAL NAME				
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11 ☐ ADDITIONAL SECURED PARTY'S NAME <u>or</u> ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only <u>one</u> name (11a or 11b)					
OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
12 ADDITIONAL SPACE FOR ITEM 4 (Collateral) to utility companies by Grantor with respect to the Property; all advance payments of insurance premiums made by Grantor with respect to the Property; all plans, drawings and specifications relating to the Property; all loan funds held by Beneficiary, whether or not disbursed; all funds deposited with Beneficiary pursuant to any loan agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings, and payments of any kind related to the Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records, and files relating to any of the foregoing.					
13 ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)			14 This FINANCING STATEMENT ☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing		
15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest)			16 Description of real estate		
DMR Homes & Constructions LP 3732 Sicily Street Irving, Texas 75038			See Exhibit A, attached		
17 MISCELLANEOUS:					

EXHIBIT A
LEGAL DESCRIPTION

Tract 1:

BEING all that certain lot, tract, or parcel of land, situated in the L. Burgois survey, Abstract Number 52, Denton County, Texas, being part of that certain tract of land, described in deed to Robert Earl Todd, and wife Dorothy Ann Todd, recorded in Volume 468, page 236, Deed Records, Denton County, Texas, and being part of that certain called 7.94 acre tract of land, described in deed to Charles B. Iiams Jr., Roy S. Redding and Max T. Witmer, recorded in Volume 410, Page 60, Deed Records, Denton County, Texas, and being part of that certain called 122.86 acre tract of land described in deed to H. H. Uecker, recorded in Volume 65, Page 451, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" rebar found that certain called 1.5 acre tract of land, described in deed to Max T. Witmer, recorded in Volume 408, Page 365, Deed Records, Denton County, Texas, being the northwest corner of that certain tract of land, described in deed to Mary Helen Brown and John Edward Huck, recorded in Document Number 2016-127668, Real Property Records, Denton County, Texas and being on the west line of said Uecker tract;

THENCE N 00° 59' 35" W, with the west line of said Witmer tract, and said Uecker tract, and generally with the remains of an old wire fence, passing at a distance of 103.16 feet a 1/2" rebar found at the northwest corner of said Witmer tract, and being the southwest corner of that certain called 1.5 acre tract of land, described in deed to Roy. S. Redding, recorded in Volume 408, Page 364, Deed Records, Denton County, Texas, continuing with the west line thereof, passing at a distance of 207.00 feet the northwest corner thereof, and being the southwest corner of that certain called 1.5 acre tract of land, described in deed to Charles B. Iiams Jr., recorded in Volume 408, Page 363, continuing with the west line thereof, a total distance of 310.22 feet (called North, 310.5 feet) to a 1/2" rebar found at the southwest corner of said 7.94 acre tract;

THENCE N 01° 50' 13" E, with the west line of said 7.94 acre tract, and said Uecker tract, generally with the remains of an old wire fence, a distance of 115.02 feet (called North, 91.75 feet in said Todd Deed) to a 1" pipe found at the southwest corner of said Todd tract;

THENCE N 01° 50' 13" E, with the west line of said 7.94 acre tract, said Uecker tract, and said Todd tract, a distance of 91.35 feet, (called North, 91.75 feet), to a 1/2" rebar found at the northwest corner of said Todd tract, and being the southwest corner of that certain tract of land, described in deed to David L. Paris and wife, Ruetta Paris, recorded in Volume 671, Page 715, Deed Records, Denton County, Texas;

THENCE N 88° 08' 15" E, (called East) with the north line of said Todd tract, and the south line of said Paris tract, a distance of 618.25 feet to a 1/2" capped rebar set stamped "McAdams" at the northwest corner of that certain right-of-way dedication, described as Tract 4, recorded in Document Number 98—R0062752, Real Property Records, Denton County, Texas;

THENCE S 00° 15' 00" E, with the west line of said Tract 5, a distance of 91.74 feet to a

1/2" capped rebar set stamped "McAdams" at the southwest corner thereof, being on the south line of said Todd tract;

THENCE S 88° 11' 15" W, (called West) with the south line of said Todd tract, a distance 621.57 feet to the POINT OF BEGINNING and containing approximately 1.301 acres of land.

Tract 2:

BEING all that certain lot, tract, or parcel of land, situated in the L. Burgois survey, Abstract Number 52, Denton County, Texas, and being part of that certain called 7.94 acre tract of land, described in deed to Charles B. Iiams Jr., Roy S. Redding and Max T. Witmer, recorded in Volume 410, Page 60, Deed Records, Denton County, Texas, and being part of that certain called 122.86 acre tract of land described in deed to H. H. Uecker, recorded in Volume 65, Page 451, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" rebar found that certain called 1.5 acre tract of land, described in deed to Max T. Witmer, recorded in Volume 408, Page 365, Deed Records, Denton County, Texas, being the northwest corner of that certain tract of land, described in deed to Mary Helen Brown and John Edward Huck, recorded in Document Number 2016-127668, Real Property Records, Denton County, Texas and being on the west line of said Uecker tract;

THENCE N 00° 59' 35" W, with the west line of said Witmer tract, and said Uecker tract, and generally with the remains of an old wire fence, passing at a distance of 103.16 feet a 1/2" rebar found at the northwest corner of said Witmer tract, and being the southwest corner of that certain called 1.5 acre tract of land, described in deed to Roy. S. Redding, recorded in Volume 408, Page 364, Deed Records, Denton County, Texas, continuing with the west line thereof, passing at a distance of 207.00 feet the northwest corner thereof, and being the southwest corner of that certain called 1.5 acre tract of land, described in deed to Charles B. Iiams Jr., recorded in Volume 408, Page 363, continuing with the west line thereof, a total distance of 310.22 feet (called North, 310.5 feet) to a 1/2" rebar found at the southwest corner of said 7.94 acre tract, and being the southwest corner of the herein described tract of land;

THENCE N 01° 50' 13" E, with the west line of said 7.94 acre tract, and said Uecker tract, generally with the remains of an old wire fence, a distance of 115.02 feet to a 1" pipe found at the southwest corner of that certain tract of land, described in deed to Robert Earl Todd and wife, Dorothy Ann Todd, recorded in Volume 468, Page 236, Deed Records, Denton County, Texas (called North, 91.75 feet in said Todd Deed), from which a 1/2" capped rebar found stamped IRPLS 3199" bears S 14° 48' W, a distance of 0.5 feet;

THENCE N 88° 11' 15" E, with the south line of said Todd tract, a distance of 621.57 feet to a 1/2" capped rebar set stamped "McAdams" at the northwest corner of that certain right-of-way dedication, described as Tract 5, recorded in Document Number 98—R0073297, Real Property Records, Denton County, Texas;

THENCE S 00°15'00" E, with the west line of said Tract 5, a distance of 92.14 feet to a

1/2" capped rebar found stamped "Arthur Surveying Company", being on the south line of said 7.94 acre tract, and being on the north line of said Iiams tract recorded in Volume 408, Page 363;

THENCE S 86° 06' 50" W, (called West) with the south line of said 7.94 acre tract, and the north line of the aforementioned Iiams tract, a distance of 626.79 feet to the POINT OF BEGINNING and containing approximately 1.481 acres of land.

Tract 3:

BEING all that certain lot, tract, or parcel of land, situated in the L. Burgois survey, Abstract Number 52, Denton County, Texas, and being part of that certain called 1.5 acre tract of land, described in deed to Charles B. Iiams Jr., recorded in Volume 408, Page 363, Deed Records, Denton County, Texas, being part of that certain tract of land, described in deed to Mary Iiams Newman Nejtek, recorded in Document Number 1994-8726, Real Property Records, Denton County, Texas, and being part of that certain called 122.86 acre tract of land described in deed to H. H. Uecker, recorded in Volume 65, Page 451, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" rebar found that certain called 1.5 acre tract of land, described in deed to Max T. Witmer, recorded in Volume 408, Page 365, Deed Records, Denton County, Texas, being the northwest corner of that certain tract of land, described in deed to Mary Helen Brown and John Edward Huck, recorded in Document Number 2016-127668, Real Property Records, Denton County, Texas and being on the west line of said Uecker tract;

THENCE N 00° 59' 35" W, with the west line of said Witmer tract, and said Uecker tract, and generally with the remains of an old wire fence, passing at a distance of 103.16 feet a 1/2" rebar found at the northwest corner of said Witmer tract, and being the southwest corner of that certain called 1.5 acre tract of land, described in deed to Roy. S. Redding, recorded in Volume 408, Page 364, Deed Records, Denton County, Texas, continuing with the west line thereof, a total distance of 207.00 feet to a 1/2" capped rebar set stamped "McAdams" at the northwest corner thereof, being the southwest corner of said Nejtek tract, and being the POINT OF BEGINNING of the herein described tract of land, from which a 1/2" capped rebar found stamped "Arthur Surveying Company" bears N 70° 56' E, a distance of 2.8 feet;

THENCE N 00° 59' 35" W, with the west line of said Nejtek tract and the west line of said Uecker tract, a distance of 103.22 feet (called North, 103.5 feet) to a 1/2" rebar found at the northwest corner of said Nejtek tract and being the southwest corner of that certain quitclaim deed to Charles B. Iiams, recorded in Document Number 1994-48261, Real Property Records, Denton County, Texas, from which a 1" pipe found at the northwest corner thereof bears N 01° 50' 13" E, a distance of 115.02 feet (called North, 91.75 feet);

THENCE N 86° 06' 50" E, (called East) with the north line of said Nejtek tract, and the south line of said Iiams quitclaim tract, a distance of 626.79 feet to a 1/2" capped rebar found stamped "Arthur Surveying Company" at the northwest corner of that certain Right

of Way dedication, described as Tract 6, recorded in Document Number 98—R0062768, Real Property Records, Denton County, Texas;

THENCE S 00° 14' 55" E, with the west line of said Tract 6, a distance of 49.08 feet to a 1/2" rebar found;

THENCE N 89° 09' 35" E, a distance of 10.85 feet to a 1/2" capped rebar set stamped "McAdams" on the east line of said Iiams tract, and said Nejtek tract;

THENCE S 00° 04' 00" E, (called South) with the east line thereof, a total distance of 53.33 feet to a 1/2" capped rebar set stamped "McAdams" at the southeast corner of said Nejtek tract, and being the northeast corner of said Redding tract, from which a 1/2" rebar found at the southeast corner thereof bears S 00° 04' 00" E, a distance of 103.71 feet (called South, 103.5 feet);

THENCE S 86° 06' 50" W, with the south line of said Nejtek tract, and the north line of said Redding tract, a distance of 636.14 feet (called West, 626.1 feet) to the POINT OF BEGINNING and containing approximately 1.495 acres of land.

Tract 4:

BEING all that certain lot, tract, or parcel of land, situated in the L. Burgois survey, Abstract Number 52, Denton County, Texas, and being all of that certain called 1.5 acre tract of land, described in deed to Roy. S. Redding, recorded in Volume 408, Page 364, Deed Records, Denton County, Texas, and being part of that certain called 122.86 acre tract of land described in deed to H. H. Uecker, recorded in Volume 65, Page 451, Deed Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8" rebar found that certain called 1.5 acre tract of land, described in deed to Max T. Witmer, recorded in Volume 408, Page 365, Deed Records, Denton County, Texas, being the northwest corner of that certain tract of land, described in deed to Mary Helen Brown and John Edward Huck, recorded in Document Number 2016-127668, Real Property Records, Denton County, Texas and being on the west line of said Uecker tract;

THENCE N 00° 59' 35" W, with the west line of said Witmer tract, and said Uecker tract, and generally with the remains of an old wire fence, a distance of 103.16 feet (called North, 103.5 feet), to a 1/2" rebar found at the northwest corner thereof, being the southwest corner of said Redding tract, and being the POINT OF BEGINNING of the herein described tract of land, from which a 1/2" capped rebar found stamped "Arthur Surveying Company" bears N 44° 37' E, a distance of 1.9 feet;

THENCE N 00° 59' 35" W, with the west line of said Redding tract, and said Uecker tract, and continuing with the remains of an old wire fence, a distance of 103.84 feet (called North, 103.5 feet) to a 1/2" capped rebar set stamped "McAdams" at the northwest corner of said Redding tract, and being the southwest corner of that certain tract of land, described in deed to Charles B. Iiams, recorded in Volume 408, Page 363, Deed Records, Denton County, Texas, from which a 1/2" rebar found at the northwest corner thereof

bears N 00° 59' 35" W, a distance of 103.22 feet, and from which a 1/2" capped rebar found stamped "Arthur Surveying Company" bears N 70° 56' E, a distance of 2.8 feet;

THENCE N 86° 06' 50" E, with the north line of said Redding tract, and the south line of said Iiams tract, a distance of 636.14 feet (called East, 626.1 feet), to a 1/2" capped rebar set stamped "McAdams" at the common corner thereof, and being on the west line of Uecker Lane;

THENCE S 00° 04' 00" E, with the east line of said Redding tract, and the west line of said Uecker Lane, a distance of 103.71 feet (called South, 103.5 feet), to a 1/2" rebar found at the southeast corner of said Redding tract, and being the northeast corner of said Witmer tract, from which a 1/2" rebar found at the southeast corner thereof bears S 00° 04' 00" E, a distance of 103.49 feet'

THENCE S 86° 05' 35" W, with the south line of said Redding tract, and the north line of said Witmer tract, a distance of 634.47 feet (called West, 626.1 feet), to the POINT OF BEGINNING and containing approximately 1.511 acres of land.

Tract 5:

BEING all that certain lot, tract, or parcel of land, situated in the L. Burgois survey, Abstract Number 52, Denton County, Texas, and being all of that certain called 1.5 acre tract of land, described in deed to Max T. Witmer, recorded in Volume 408, Page 365, Deed Records, Denton County, Texas, and being part of that certain called 122.86 acre tract of land described in deed to H. H. Uecker, recorded in Volume 65, Page 451, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" rebar found at the southwest corner of said Witmer tract, being the northwest corner of that certain tract of land, described in deed to Mary Helen Brown and John Edward Huck, recorded in Document Number 2016-127668, Real Property Records, Denton County, Texas and being on the west line of said Uecker tract;

THENCE N 00° 59' 35" W, with the west line of said Witmer tract, and said Uecker tract, and generally with the remains of an old wire fence, a distance of 103.16 feet (called North, 103.5 feet), to a 1/2" rebar found at the northwest corner thereof, and being the southwest corner of that certain called 1.5 acre tract of land, described in deed to Roy S. Redding, recorded in Volume 408, Page 364, Deed Records, Denton County, Texas, from which a 1/2" capped rebar found stamped "Arthur Surveying Company" bears N 44° 37' E, a distance of 1.9 feet;

THENCE N 86° 05' 35" E, with the north line of said Witmer tract, and the south line of said Redding tract, a distance of 634.48 feet (called East, 626.1 feet), to a 1/2" rebar found at the common corner thereof, and being on the west line of Uecker Lane;

THENCE S 00° 04' 00" E, with the east line of said Witmer tract, and the west line of said Uecker Lane, a distance of 103.49 feet (called South, 103.5 feet), to a 1/2" rebar found at the southeast corner of said Witmer tract, and being the northeast corner of that certain tract of land, described in deed to Ray McBride, recorded in Document Number

2005-00747, Real Property Records, Denton County, Texas, from which a 1" pipe found at the southeast corner thereof bears S 00° 04' 00" E, a distance of 208.89 feet;

THENCE S 86° 06' 50" W, with the south line of said Witmer tract, and the north line of said McBride tract, passing at 316.54 feet the northwest corner thereof, and being the northeast corner of said Brown and Huck tract, continuing with the north line thereof, and generally with an old wire fence, a total distance of 632.79 feet (called West, 626.1 feet), to the POINT OF BEGINNING and containing approximately 1.500 acres of land.

**Denton County
Juli Luke
County Clerk**

Instrument Number: 71725

ERecordings-RP

LIEN

Recorded On: July 01, 2025 08:03 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$37.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 71725
Receipt Number: 20250630000666
Recorded Date/Time: July 01, 2025 08:03 AM
User: Kerry H
Station: Station 4

Record and Return To:

Corporation Service Company



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

Active

**TAX LIEN CONTRACT
("Contract")**

Notice of confidentiality rights: if you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

Date: June 30, 2025

Property Owner: DMR Homes & Construction LP
10065 Atwood Dr
Frisco, TX 75035

Transferee: Resolution Finance, LLC
4100 Alpha Road, Suite 670
Dallas, Texas 75244

Obligation:

Promissory Note:

Date: June 30, 2025

Principal Amount: \$50,563.32

Property Owner: DMR Homes & Construction LP

Maturity Date: June 15, 2036

Property:

Tax Account No: 16799DEN

Subject Property Address: S Uecker Ln, Lewisville, Texas 75067, Denton County

BEING ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND, SITUATED IN THE L. BURGOIS SURVEY, ABSTRACT NUMBER 52, DENTON COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN CALLED 7.94 ACRE TRACT OF LAND, DESCRIBED IN DEED TO CHARLES IIAMS, ROY S. REDDING AND MAX T. WITMER, RECORDED IN VOLUME 410, PAGE 60, DEED RECORDS, DENTON COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN CALLED 122.86 ACRE TRACT OF LAND DESCRIBED IN DEED TO H. H. UECKER, RECORDED IN VOLUME 65, PAGE 451, DEED RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN GENERAL WARRANTY DEED WITH VENDOR'S LIEN DATED AUGUST 9, 2021 AND FILED AS INSTRUMENT NO. 146062, DEED RECORDS OF DENTON COUNTY, TEXAS FROM CHARLES B LIAMS, ET AL TO DMR HOMES & CONSTRUCTIONS, LP.

Tax Account No: 16798DEN

Subject Property Address: 2274 S Uecker Ln, Lewisville, Texas 75067, Denton County

ALL THAT CERTAIN LOT, OR PARCEL OF LAND SITUATED IN THE COUNTY OF DENTON, STATE OF TEXAS, A PART OF THE LON BURGOIS SURVEY OF 320 ACRES, ABSTRACT NO. 32, AND BEING A PART OF A 7.94 ACRE TRACT CONVEYED BY H.H. UECKER TO CHARLES B. IIAMS, JR., ET AL, BY DEED DATED APRIL 4, 1955, RECORDED IN BOOK 410, PAGE 60 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN GENERAL WARRANTY DEED WITH VENDOR'S LIEN DATED AUGUST 9, 2021 AND FILED AS INSTRUMENT NO. 146063, DEED RECORDS OF DENTON COUNTY, TEXAS FROM SHARON BURRIS, ET AL TO DMR HOMES & CONSTRUCTIONS, LP.

Tax Account No: 16802DEN

Subject Property Address: 2304 S Uecker Ln, Lewisville, Texas 75067, Denton County

BEING A 1.495 ACRE TRACT OF LAND, SITUATED IN THE L. BURGOIS SURVEY, ABSTRACT NUMBER 52, DENTON COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN CALLED 1.5 ACRE TRACT OF LAND, DESCRIBED IN DEED TO CHARLES IIAMS, RECORDED IN VOLUME 408, PAGE 363, DEED RECORDS, DENTON COUNTY, TEXAS, BEING PART OF THAT CERTAIN TRACT OF LAND, DESCRIBED IN DEED TO MARY IIAMS NEWMAN NEJTEK, RECORDED IN DOCUMENT NUMBER 1994-8726, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS; AND BEING PART OF THAT CERTAIN CALLED 122.86 ACRE TRACT OF LAND DESCRIBED IN DEED TO H. H. UECKER, RECORDED IN VOLUME 65, PAGE 451, DEED RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN GENERAL WARRANTY DEED WITH VENDOR'S LIEN DATED AUGUST 9, 2021 AND FILED AS INSTRUMENT NO. 146064, DEED RECORDS OF DENTON COUNTY, TEXAS FROM CHARLES B LIAMS AKA CHARLES B LIAMS III TO DMR HOMES & CONSTRUCTIONS, LP.

Tax Lien Contract

K25062704

Tax Account No:

16805DEN

Subject Property Address:

2316 S Uecker Ln, Lewisville, Texas 75067, Denton County

BEING A 1.501 ACRE TRACT OF LAND, SITUATED IN THE L. BURGOIS SURVEY, ABSTRACT NUMBER 52, DENTON COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN CALLED 1.5 ACRE TRACT OF LAND, DESCRIBED IN DEED TO ROY. S. REDDING, RECORDED IN VOLUME 408, PAGE 364, DEED RECORDS, DENTON COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN CALLED 122.86 ACRE TRACT OF LAND DESCRIBED IN DEED TO H. H. UECKER, RECORDED IN VOLUME 65, PAGE 451, DEED RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN GENERAL WARRANTY DEED WITH VENDOR'S LIEN DATED AUGUST 9, 2021 AND FILED AS INSTRUMENT NO. 146065, DEED RECORDS OF DENTON COUNTY, TEXAS FROM JOHN SAMUEL WILSON AND DENA ANN WILSON, HUSBAND AND WIFE TO DMR HOMES & CONSTRUCTIONS, LP.

Tax Account No:

16807DEN

Subject Property Address:

2328 S Uecker Ln, Lewisville, Texas 75067, Denton County

BEING A 1.500 ACRE TRACT OF LAND, SITUATED IN THE L. BURGOIS SURVEY, ABSTRACT NUMBER 52, DENTON COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN CALLED 1.5 ACRE TRACT OF LAND, DESCRIBED IN DEED TO MAX T. WITMER, RECORDED IN VOLUME 408, PAGE 365, DEED RECORDS, DENTON COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN CALLED 122.86 ACRE TRACT OF LAND DESCRIBED IN DEED TO H. H. UECKER, RECORDED IN VOLUME 65, PAGE 451, DEED RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN GENERAL WARRANTY DEED WITH VENDOR'S LIEN DATED AUGUST 9, 2021 AND FILED AS INSTRUMENT NO. 146066, DEED RECORDS OF DENTON COUNTY, TEXAS FROM PATSY L WITMER TO DMR HOMES & CONSTRUCTIONS, LP.

Tax Lien Contract

K25062704

PROPERTY OWNER:

DMR Homes & Construction LP

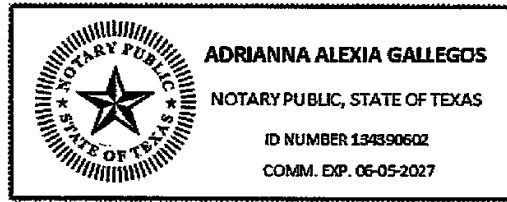
[Signature]

By: Venkataramana R. Murari, Primary General Partner

STATE OF Texas
COUNTY OF Dallas

§ This notarial act is an online notarization
§ via two-way webcam and audiovisual

This instrument was subscribed and sworn before me on 27 day of June, 2025, by Venkataramana R. Murari, Primary General Partner of DMR Homes & Construction LP.



Adrianna Alexia Gallegos

(Signature)
Printed Name: Adrianna Alexia Gallegos
Notary Public, State of Texas
My Commission Expires: 6/5/27

TRANSFeree:

RESOLUTION FINANCE, LLC

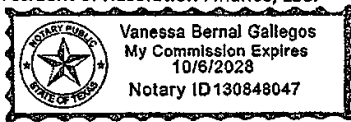
[Signature]

By: Matt Longhofer, President

STATE OF TEXAS
COUNTY OF DALLAS

§
§

This instrument was acknowledged before me on 6/30/25, by Matt Longhofer, President of Resolution Finance, LLC.



[Signature]
(Signature)
Printed Name: Vanessa Bernal Gallegos
Notary Public, State of Texas
My Commission Expires: 10-6-28

After Recording Return To:
Resolution Finance, LLC
4100 Alpha Road, Suite 670
Dallas, Texas 75244

Tax Lien Contract

K25062704

**Denton County
Juli Luke
County Clerk**

Instrument Number: 81935

ERecordings-RP

ASSIGNMENT

Recorded On: July 24, 2025 04:08 PM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: \$33.00

***** **THIS PAGE IS PART OF THE INSTRUMENT** *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 81935
Receipt Number: 20250724000590
Recorded Date/Time: July 24, 2025 04:08 PM
User: Brandon H
Station: Station 11

Record and Return To:

Corporation Service Company



STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

CERTIFIED STATEMENT OF TRANSFER OF TAX LIEN

Figure: 7 TAC §89.702(c)

STATE OF TEXAS

\$

DATE: 7/17/25

COUNTY OF Denton

\$

Account No. or Property ID No.

16798DEN, 16799DEN, 16802DEN, 16805DEN, & 16807DEN

Legal Description:

See Exhibit A

Street Address, if applicable:

See Exhibit A, Denton County

Taxing Unit(s):

Denton County, and all political subdivisions and districts for which it collects ad valorem taxes

Amount Paid for Transfer (including taxes, penalties, interest, and collection costs):

\$49,264.32

Tax Years:

See Exhibit A

Property Owner(s)' Name(s):

DMR Homes & Construction LP

Transferee's Name:

Resolution Finance, LLC

OCCC Property Tax License Lender No.:

13860-54527

Transferee's Street Address:

4100 Alpha Road, Suite 670
Dallas, Texas 75244

I, Dawn Waye, Tax Assessor/Collector for Denton County and for all taxing units for which Denton County collects ad valorem taxes, certify that the above-named transferee or transferee's agent ("Transferee") has made payment of the amount listed above to the above-named taxing units on the property described above as consideration for a transfer of the tax lien(s), and that the tax lien(s) held by taxing units on the property for the tax years listed above are hereby transferred to Transferee in accordance with Texas Tax Code §32.06. I have issued a receipt to Transferee in conjunction with this certification reflecting the payment for the transfer in the amount of taxes, penalties, interest, and collection costs.

Denton County

Dawn Waye, Tax Assessor/Collector

By: _____

(Signature of Collector or Deputy)

(Insert SEAL OF COLLECTOR'S OFFICE

OR Insert NOTARY'S SEAL and complete notary information below.)

SUBSCRIBED AND SWORN to before me on 7/17/25

by Stacey Kivacek

Name: Katie J Kelch

Notary Public, State of Texas

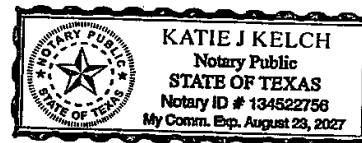
My commission expires: 8-23-2027

After recording, return to:

Resolution Finance, LLC

4100 Alpha Road, Suite 670

Dallas, Texas 75244



K25062704

EXHIBIT A – Denton County

Account No.	Short Legal	Address	Year	Taxes
16798DEN	A0052A L. BURGOIS, TR 12, 1.31 ACRES, OLD DCAD TR# 40	2274 S Uecker Ln Lewisville, Texas 75067 Denton County	2024	\$9,576.07
16799DEN	A0052A L. BURGOIS, TR 13, 1.31 ACRES, OLD DCAD TR# 39	S Uecker Ln Lewisville, Texas 75067 Denton County	2024	\$6,804.27
16802DEN	A0052A L. BURGOIS, TR 14, 1.5 ACRES	2304 S Uecker Ln Lewisville, Texas 75067 Denton County	2024	\$10,947.30
16805DEN	A0052A L. BURGOIS, TR 15, 1.5 ACRES	2316 S Uecker Ln Lewisville, Texas 75067 Denton County	2024	\$10,973.91
16807DEN	A0052A L. BURGOIS, TR 16, 1.5 ACRES	2328 S Uecker Ln Lewisville, Texas 75067 Denton County	2024	\$10,962.77
TOTAL				\$49,264.32

K25062704

Form 207

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$750

**Certificate of Formation
Limited Partnership**

Filed in the Office of the
Secretary of State of Texas
Filing #: 804081860 05/25/2021
Document #: 1053851970002
Image Generated Electronically
for Web Filing

Article 1 - Entity Name and Type

The filing entity being formed is a limited partnership. The name of the entity is:

DMR Homes & Constructions LP

The name must contain the words "Limited Partnership," or "Limited," or the abbreviation "L.P.," "LP," or "Ltd." The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 2 - Principal Office

The address of the principal office in the United States where records of the partnership are to be kept or made available is set forth below:

3732 Sicily St, IRVING, TX, USA 75038

Article 3 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be limited partnership named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Venkataramana Murari

C. The business address of the registered agent and the registered office address is:

Street Address:

3732 Sicily St IRVING TX 75038

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 4 - General Partner Information

The name and address of each general partner are as follows:

General Partner 1: **Dharmender Bondilli Singh**

Title: **General Partner**

Address: **5410 meadow rd Sugar Land TX, USA 77479**

General Partner 2: **Venkataramana Reddy Murari**

Title: **General Partner**

Address: **3732 Sicily St IRVING TX, USA 75038**

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Signature of General Partner 1: **Venkataramana Reddy Murari**

Signature of General Partner 2: **Dharmender Bondilli Singh**

FILING OFFICE COPY

**Form 424
(Revised 05/11)**

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



This space reserved for office use.

Certificate of Amendment

Entity Information

The name of the filing entity is:

DMR Homes & Constructions LP

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|--|---|
| ☐ For-profit Corporation | ☐ Professional Corporation |
| ☐ Nonprofit Corporation | ☐ Professional Limited Liability Company |
| ☐ Cooperative Association | ☐ Professional Association |
| ☐ Limited Liability Company | ☒ Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 0804081860

The date of formation of the entity is: 05/25/2021

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

DMR Homes & Construction LP

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☐ B. The registered agent is an individual resident of the state whose name is:

First Name	M.I.	Last Name	Suffix
The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.			

C. The business address of the registered agent and the registered office address is:

Street Address (No P.O. Box)	City	TX	State	Zip Code

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☐ **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

☐ **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

☐ **Delete** each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

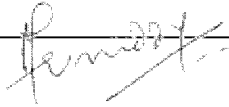
Effectiveness of Filing (Select either A, B, or C.)

- A. ☐ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 06/14/2021

By: 

Signature of authorized person

Venkataramana R Murari
Printed or typed name of authorized person (see instructions)



**Forfeiture pursuant to Section 171.309 of the Texas Tax Code
of
DMR Homes & Construction LP**

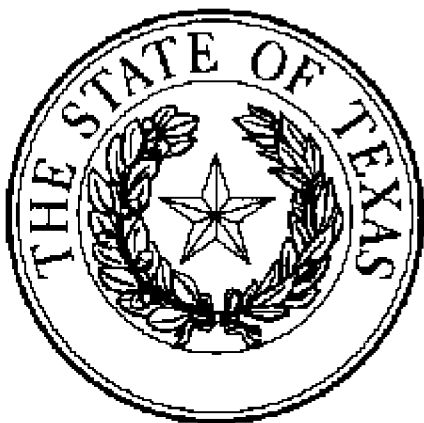
File Number : 804081860

Certificate / Charter forfeited : February 23, 2024

The Secretary of State finds that:

1. The Secretary has received certification from the Comptroller of Public Accounts under Section 171.302 of the Texas Tax Code indicating that there are grounds for the forfeiture of the taxable entity's charter, certificate or registration; and
2. The Comptroller of Public Accounts has determined that the taxable entity has not revived its forfeited privileges within 120 days after the date that the privileges were forfeited.

Therefore, pursuant to Section 171.309 of the Texas Tax Code, the Secretary of State hereby forfeits the charter, certificate or registration of the taxable entity as of the date noted above and records this notice of forfeiture in the permanent files and records of the entity.



A handwritten signature in black ink that reads "Jane Nelson".

Jane Nelson
Secretary of State



Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 801)

Filed in the Office of the
Secretary of State of Texas
Filing #: 804081860 06/09/2025
Document #: 1488343330002
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**APPLICATION FOR REINSTATEMENT AND
REQUEST TO SET ASIDE REVOCATION OR FORFEITURE**

1. File Number: **804081860**
2. The name of the entity is: **DMR Homes & Construction LP**
3. The taxpayer identification number is: **32079399179**
4. The entity named above was forfeited or its authority to transact business in Texas was revoked on 02/23/2024 for the following reason:
Failure to file a franchise tax return and/or pay state franchise tax.
5. The entity has corrected the default and has paid all fees, taxes, and penalties due.
6. The entity applies for reinstatement and requests that the Secretary of State set aside the forfeiture of the Texas entity or the revocation of the foreign entity's authority, to transact business in Texas, as applicable.
7. Attachment: **Tax Clearance certificate.pdf**
8. Execution: The undersigned signs this document subject penalties imposed by law for the submission of a materially false or fraudulent instrument.

By **VENKATARAMANA R MURARI**
Partner

Date: **June 9, 2025**

FILING OFFICE COPY

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



June 9, 2025

DMR HOMES & CONSTRUCTION LP
10065 ATWOOD DR
FRISCO TX 75035-1058

Tax Clearance Letter for Reinstatement*

To: Texas Secretary of State
Corporations Section

Re: DMR HOMES & CONSTRUCTION LP
Taxpayer number: 32079399179
File number: 0804081860

The referenced entity has met all franchise tax requirements and is eligible for reinstatement through November 17, 2025.

Comptroller of Public Accounts
Account Maintenance Division
Franchise Tax Section
1-800-531-5441 ext. 34402 or 512-463-4402

** The reinstatement must be filed with the Texas Secretary of State on or before the expiration date of this letter. After this date, additional franchise tax filing requirements must be met, and a new request for tax clearance must be submitted.*

You can file for reinstatement online at www.sos.state.tx.us/corp/sosda/index.shtml. Forms and instructions for reinstatement are available at www.sos.state.tx.us/corp/forms_option.shtml or by calling 512-463-5555. This tax clearance letter must be attached to the reinstatement forms.

**DENTON COUNTY CLERK
DIVISION OF REAL PROPERTY RECORDS**

**STATE OF TEXAS §
COUNTY OF DENTON §**

**NOTICE OF SUBSTANDARD STRUCTURE HEARING
CITY OF LEWISVILLE**

The Lewisville City Council will meet on July 20, 2026, at 7:00 pm in the Council Chambers of the Lewisville City Hall, 151 W. Church Street, Lewisville, Texas. The purpose of this public hearing is to consider the request to declare the following property to be substandard and to order the same to be vacated, repaired, secured, or demolished:

2328 S Uecker Lane, Lewisville, Texas 75067-7823; A 1.5-acre tract (Tract 16) in the L. Burgois Survey Abstract 52A

According to the Denton County Appraisal District, DMR Homes & Construction LP is the owner of 2328 S Uecker Lane.

Based on an inspection dated February 3, 2026, there is cause to believe that this structure is substandard as it is unsafe, dangerous, and constitutes a hazard to the public health, safety, and welfare of the occupants. The following conditions or defects are believed to exist:

- The structure has been damaged by vandalism to such extent that the structural strength or stability thereof is subject to partially or fully collapsing;
- The structure is being maintained in violation of the City's building and fire codes;
- More than 50% of nonsupporting coverings are damaged, deteriorated, or removed;
- The structure or part thereof has been damaged to such an extent that it has become dangerous to the public health, safety, and welfare;
- The structure is unsafe, unsanitary, and dangerous including conditions conducive to harboring rodents, insects, or disease-carrying animals;
- The structure is an attractive nuisance to children; a harbor for vagrants, criminals, or trespassers; and enables use for unlawful acts;
- The structure lacks sufficient strength, anchorage, and stability to resist wind, snow, ice, and other loads; and
- The electrical, plumbing, and mechanical systems are totally or partially damaged or otherwise made inoperable.

All owners, lienholders, or mortgagees are invited to attend this public hearing and submit proof of the scope of any work that may be required to comply with the City's building code and fire codes and the time it will take to reasonably perform the work.

Securing the required permits and physically commencing the work required to rectify the violations set forth in the attached report shall be considered as an intent to comply with the building codes and fire codes, and that the hearing may, at the Building Official's sole discretion, be temporarily postponed upon written request of the owner, lienholder, or mortgagee with accompanying evidence of any required permits and/or work. Should such compliance efforts halt, or not progress at a rate determined to be reasonable by the Building Official, the hearing shall be recalled, and a new notice sent.

Please be advised that if the structure cannot be safely repaired or if you fail to provide the required plans for repairs, City Council will order the structure demolished. The property owner will be responsible for all costs incurred by the city for demolition of the structure.

STATE OF TEXAS §
COUNTY OF DENTON §

Jeremy Booker, Building Official

This instrument was acknowledged before me on the _____ day of _____ 2026, by Jeremy Booker, Building Official of the City of Lewisville, a Texas home-rule municipal corporation on behalf of said Corporation.

Notary Public in and for the State of Texas

July 6, 2026

DMR Homes & Constructions LP
10065 Atwood Dr
Frisco, TX 75035-1058



Re: **NOTICE OF PUBLIC HEARING – SUBSTANDARD STRUCTURE**

2328 S Uecker Lane, Lewisville, Texas 75067-7823

A 1.5-acre tract (Tract 16) in the L. Burgois Survey Abstract 52A

VIA: CMRRR # _____ and USPS Regular Mail

Dear Venkataramana Murari,

This letter is to serve as notice that a **PUBLIC HEARING** will be held on **July 20, 2026, at 7:00 p.m.** at **Lewisville City Hall located at 151 W. Church St, Lewisville, Texas**, in the **City Council Chambers**, as provided for in the City of Lewisville, Texas, Code of Ordinances, Chapter 4, Article VII, Substandard Structures. At the public hearing, information will be presented to the City Council to determine if the referenced structure should be declared a substandard structure and whether the structure must be vacated, repaired, removed, or demolished. Based on a diligent effort to locate the name of the owner of the above-referenced property, DMR Homes & Constructions LP, 3732 Sicily St, Irving, TX 75038, is the owner of the above-referenced property, and Texas Heritage National Bank, 107 Webb St, Daingerfield, TX 75638, is a mortgagee of the above-referenced property.

Based on an inspection performed on February 3, 2026, I believe that this structure is substandard as it is unsafe, dangerous, and constitutes a hazard to the public health, safety, and welfare of occupants, if any. The following conditions or defects are believed to exist:

- The structure has been damaged by vandalism to such extent that the structural strength or stability thereof is subject to partially or fully collapsing;
- More than 50% of the total area of nonsupporting coverings of walls, ceilings, roofs, and floors are damaged or deteriorated;
- The structure or part thereof has been damaged to such an extent that it has become dangerous to the public health, safety, and welfare;
- Due to its condition, the structure is unsafe, unsanitary, and dangerous to the health, safety or general welfare of the city's citizens including conditions conducive to harboring rodents or other disease-carrying animals, or insects reasonably believed to spread disease;
- The structure has become so dilapidated or deteriorated as to become an attractive nuisance to children; a harbor for vagrants, criminals, or trespassers; and enables use for unlawful acts; and
- The electrical, plumbing, and mechanical systems are totally or partially damaged or otherwise made inoperable.

(continued on back)

PUBLIC HEARING NOTICE

2328 S Uecker Lane

Page 2 of 2

All owners, lienholders, or mortgagees are invited to attend this public hearing. At the hearing, the owner, lienholder, or mortgagee may testify or present witnesses or written information, and will be required to submit proof of the scope of any work that may be required to comply with the City's building code and fire codes and the time it will take to reasonably perform the work. If the owner, lienholder, or mortgagee believes it will take more than 90 days to repair, remove or demolish the structure, the owner, lienholder, or mortgagee must, at the public hearing, (1) prove that the work cannot reasonably be completed within 90 days; and (2) submit a detailed plan and time schedule for the work to be completed at the public hearing.

Securing the required permits and physically commencing the work required to rectify the violations set forth in the attached report shall be considered as an intent to comply with the building codes and fire codes, and the hearing may, at the sole discretion of the Building Official or his designee, be temporarily postponed upon the written request of the owner, lienholder, or mortgagee with accompanying evidence of such permits and/or work. Should such compliance efforts halt, or not progress at a rate determined to be reasonable by the Building Official or his designee, the hearing shall be recalled, and a new notice sent.

Please be advised that if the structure cannot be safely repaired or if you fail to provide information required by Chapter 4, Article VII, Substandard Structures at the public hearing, the City Council shall order the structure vacated, removed, or demolished. The property owner will be responsible for all costs incurred by the city for demolition of the structure.

If we may assist you by providing additional information or answering questions that may pertain to this notice, please call (972) 219-3470 between the hours of 7:30 AM and 5:30 PM, Monday through Thursday and 7:30 AM and 11:30 AM Friday. I can also be reached by email at badams@cityoflewisville.com.

Respectfully,

Beth Adams
Senior Code Enforcement Officer (CEO-7906)
Neighborhood & Inspection Services

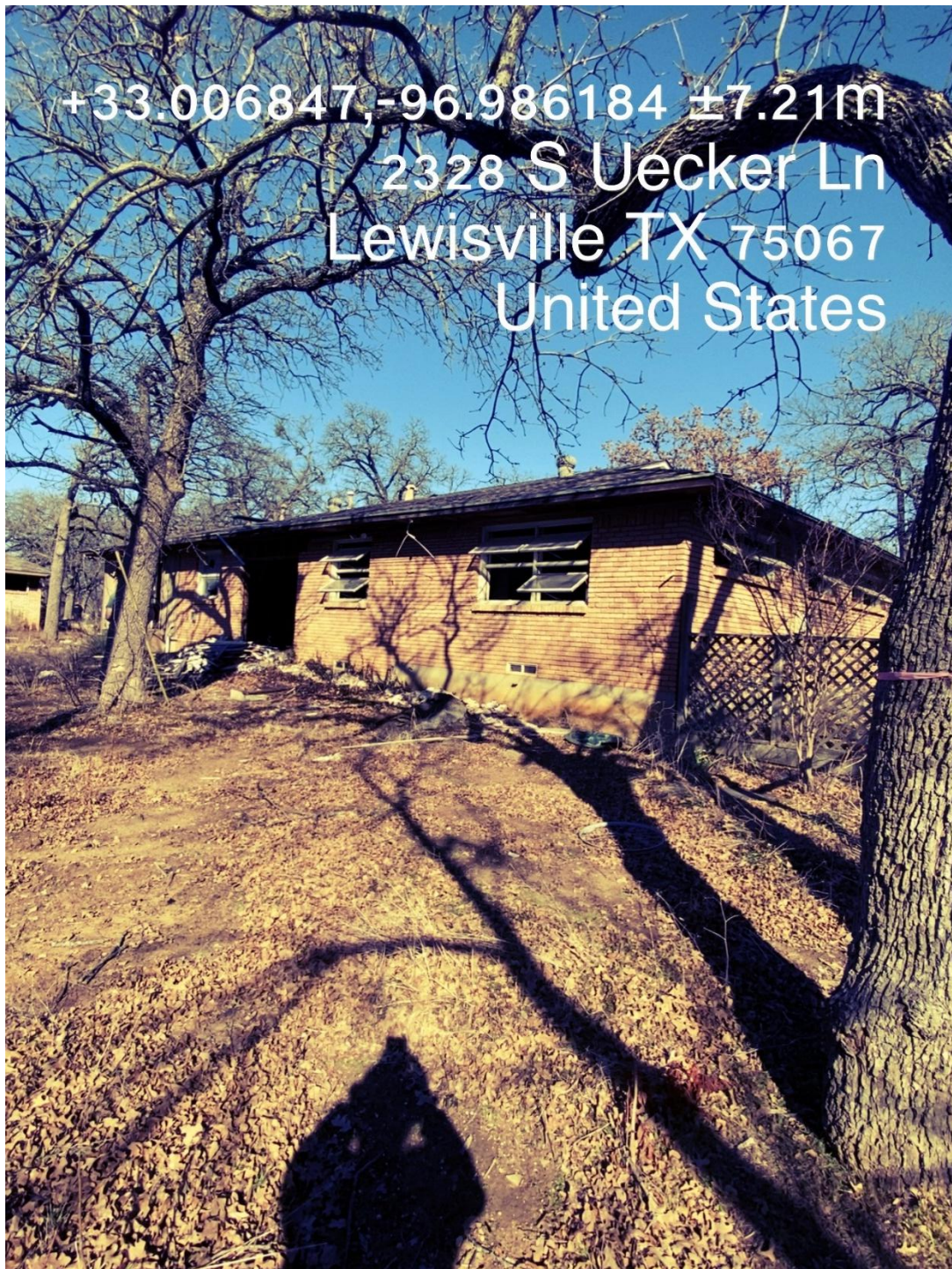
Enclosure: Substandard Structure Inspection Report

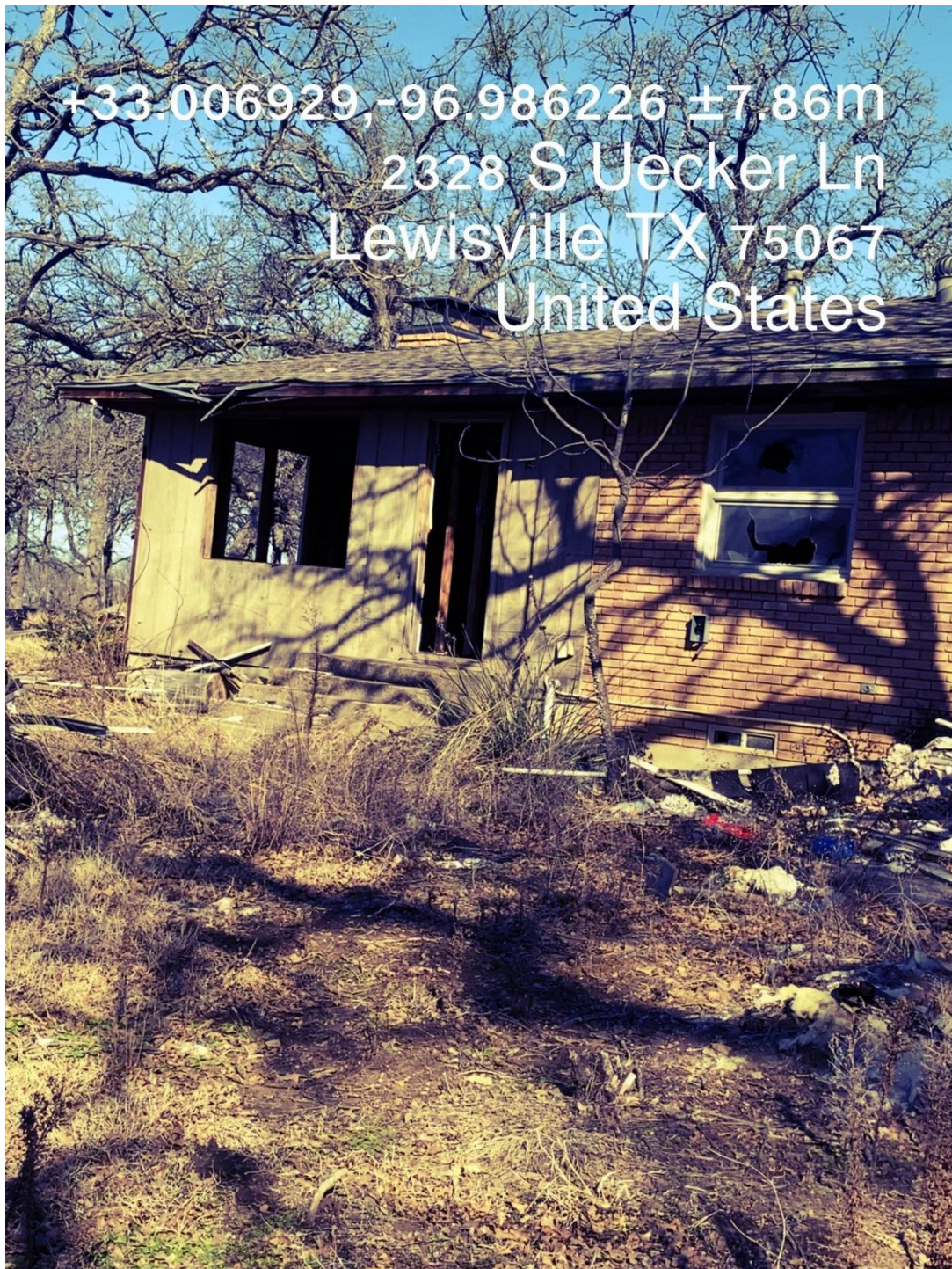
CC: DMR Homes & Constructions LP
3732 Sicily St
Irving, TX 75038

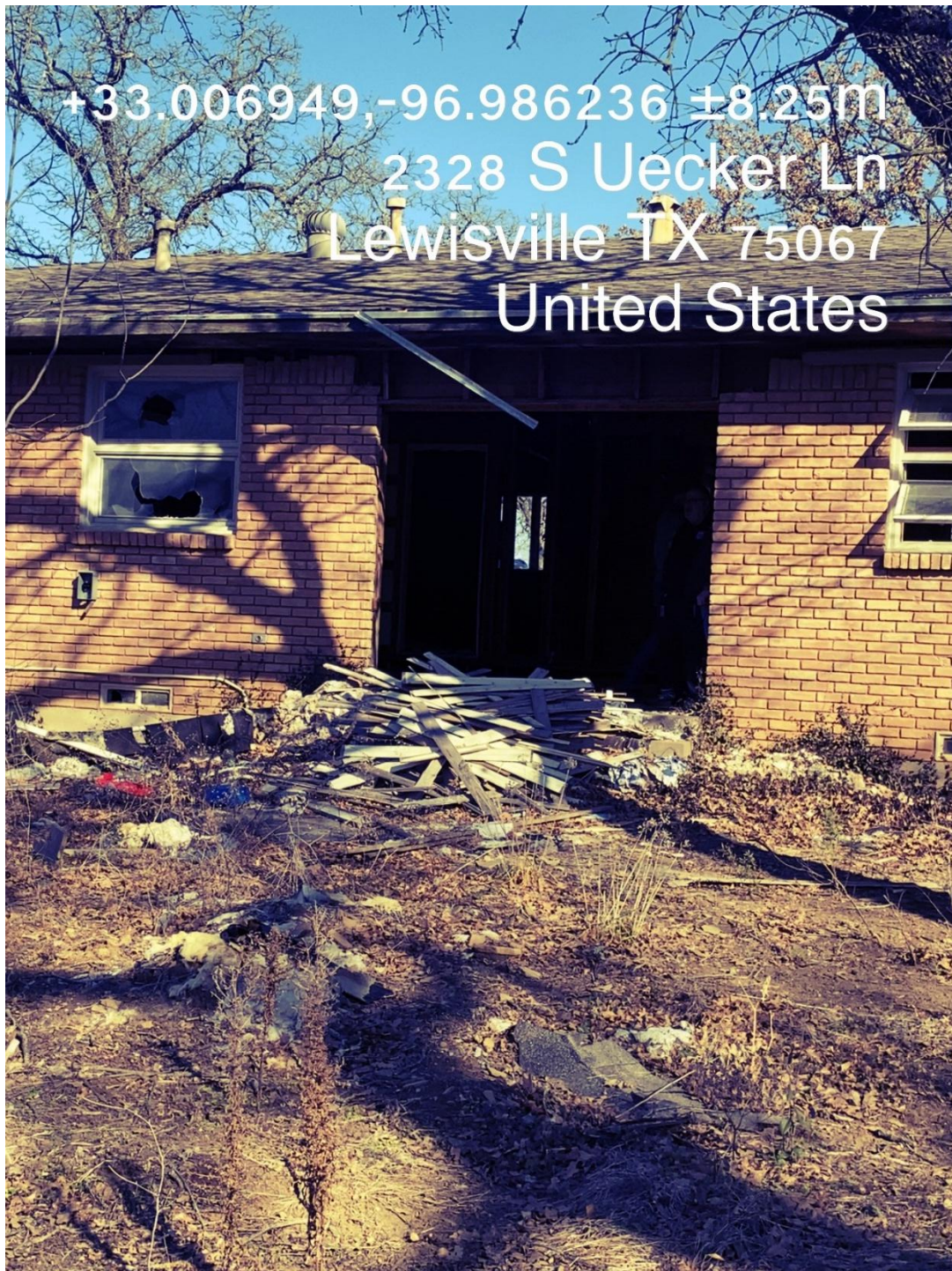
Texas Heritage National Bank
107 Webb Street
Daingerfield, TX 75638

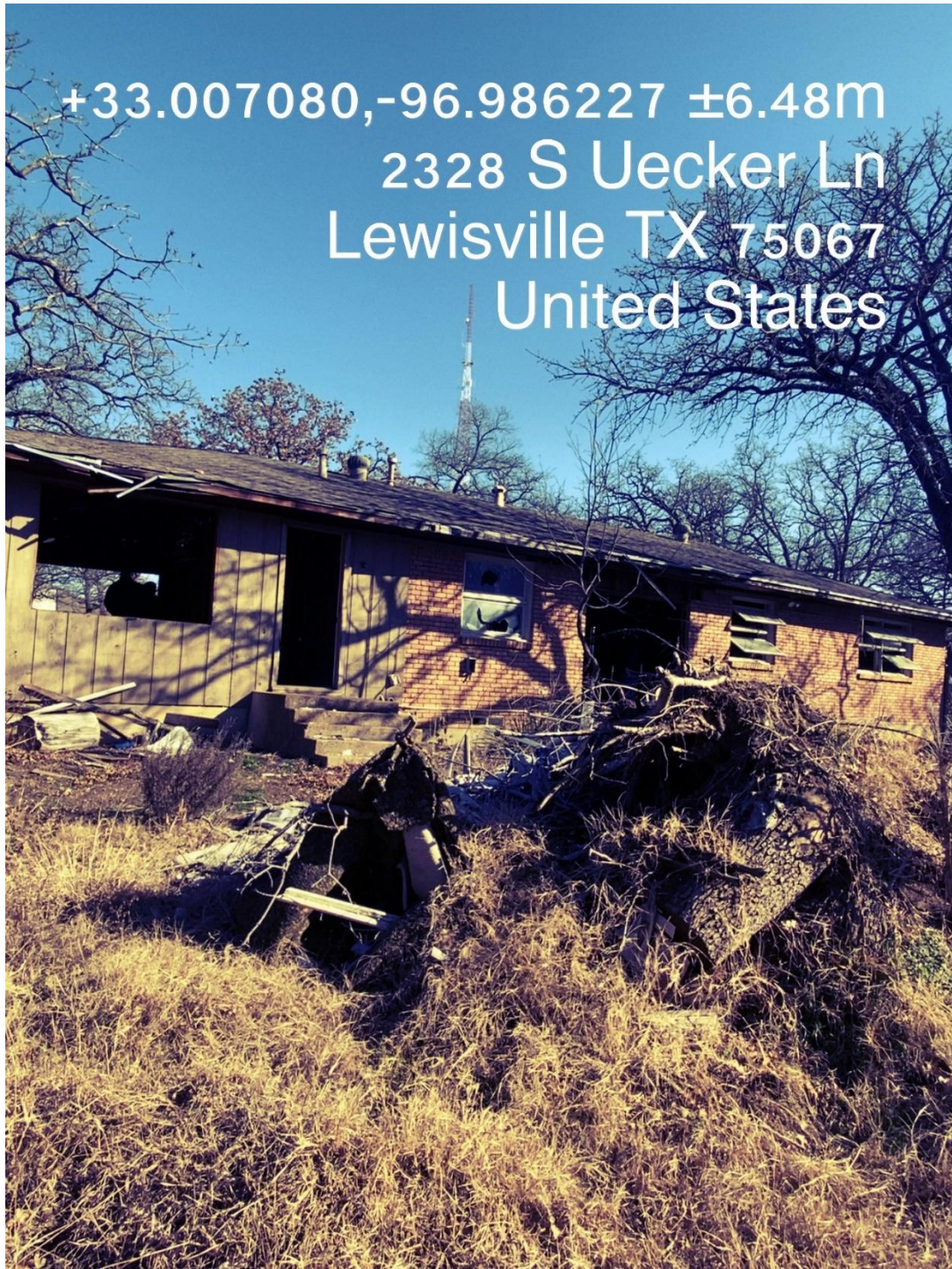
+33.006823,-96.986075 ±7.11m
2328 S Uecker Ln
Lewisville TX 75067
United States

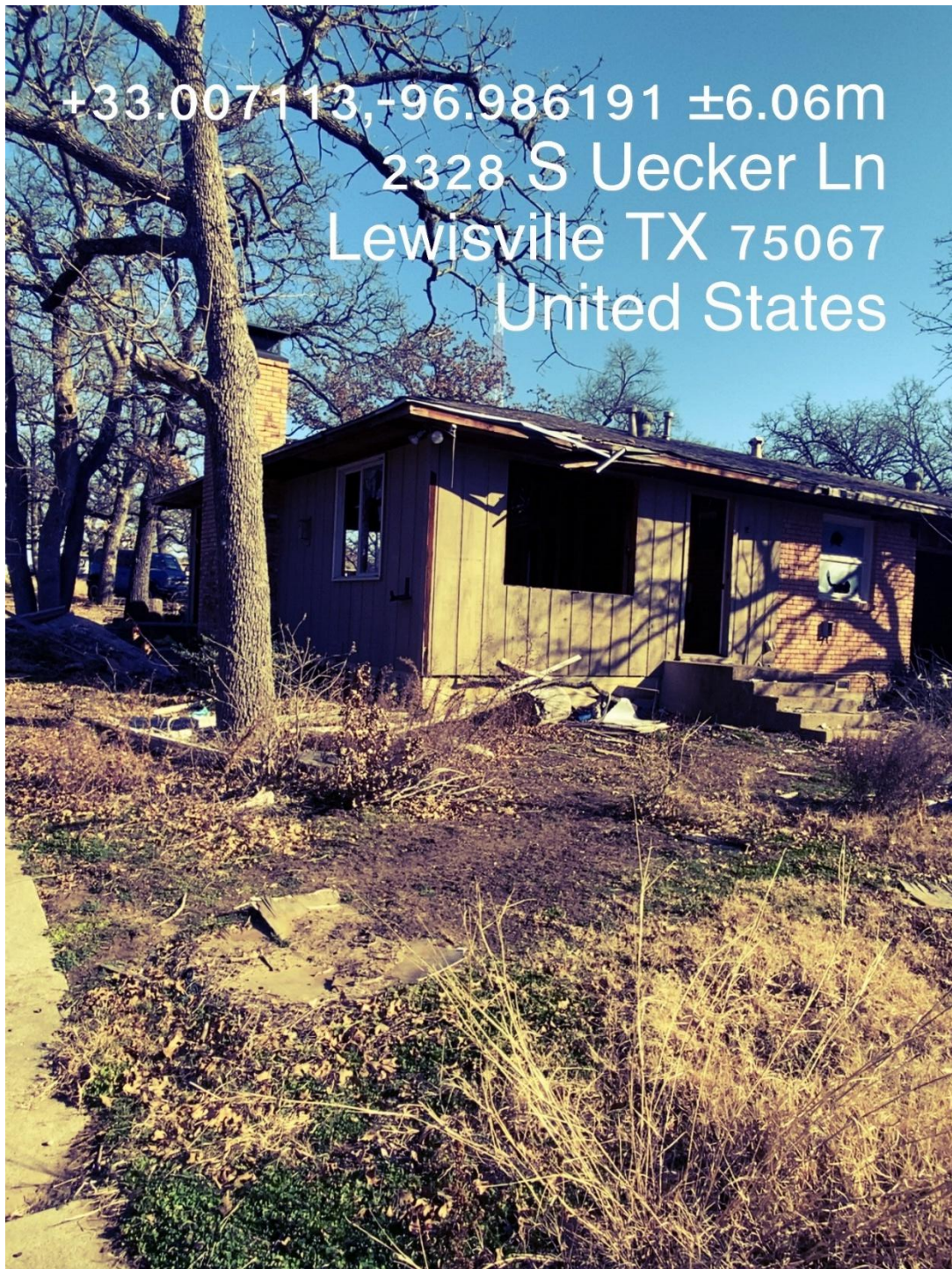




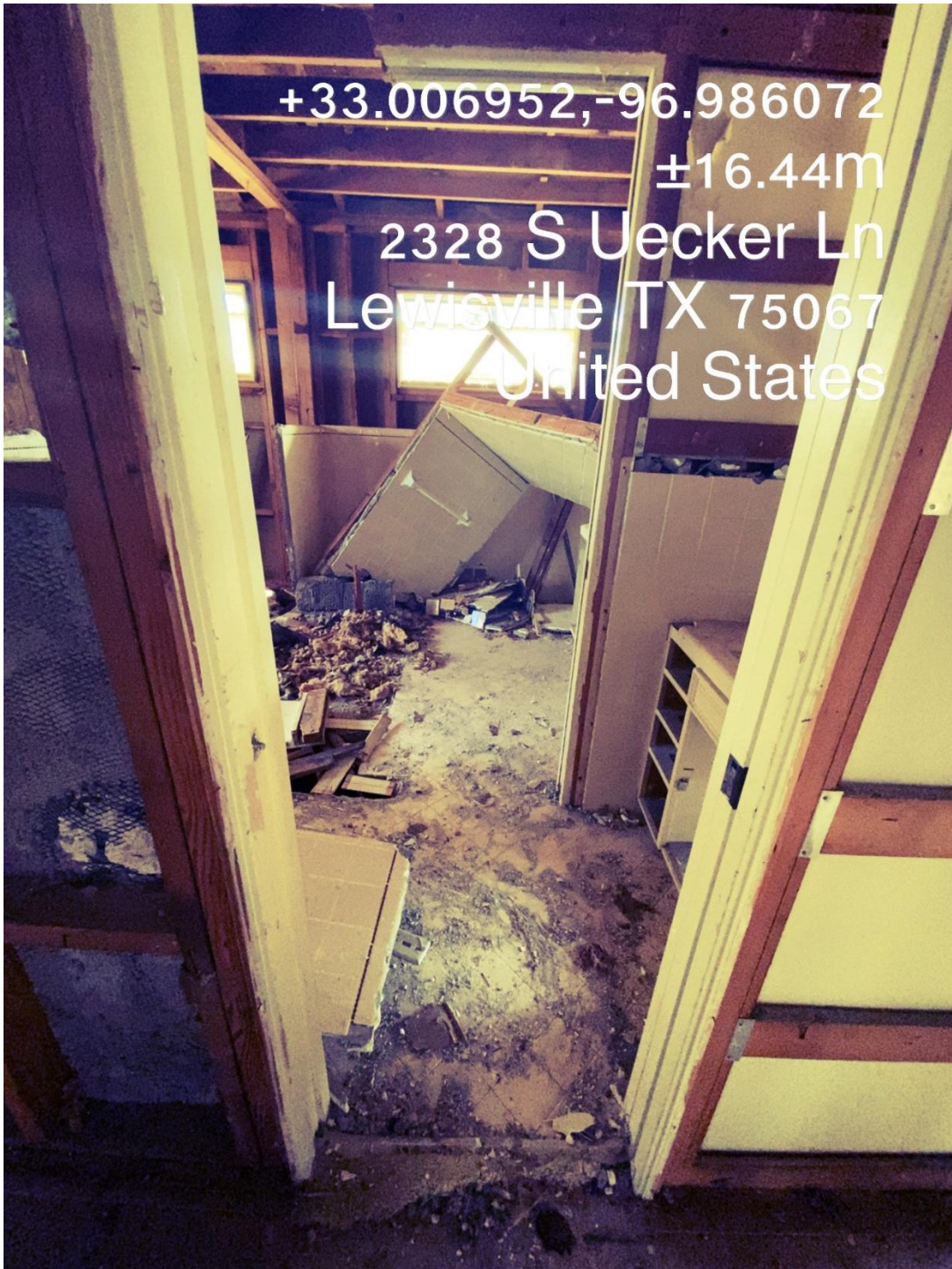












+33.006952,-96.986072

±16.44m

2328 S Uecker Ln
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United States



+33.006950,-96.986025

±15.58m

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United States



+33.006931,-96.986034

+16.33m

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+33.006913,-96.986041

±17.64m

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United States



