

Name & Return Address:Dennis R. Tyler, Attorney at LawP.O. Box 368, Legal Dept. #1704Indianapolis, IN 46206-0368**First Am NCS-1162905****Washington State Recorder's Cover Sheet** (RCW 65.04) Please print legibly or type information.

Document Title(s) Assignment of Rents and Leases
Grantor(s) Cross Court Plaza - BWC LLC, Cross Court Plaza - CPL LLC & Cross Court Plaza EC LLC ____ Additional Names on Page ____ of Document
Grantee(s) American United Life Insurance Company Trustee: First American Title Insurance Company ____ Additional Names on Page ____ of Document
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section) PTN NE, 06-34-04 Complete Legal Description on Page <u>1-4</u> of Document
Auditor's Reference Number(s)
Assessor's Property Tax Parcel/Account Number(s) P23694 & P23720

This Document Was Prepared By
And Upon Recording Return To:

Dennis R. Tyler, Attorney at Law
American United Life Insurance Company
One American Square
Post Office Box 368
Indianapolis, Indiana 46206-0368
(317) 285-1877

Assessor's Parcel No(s): P23694 & P23720

Abbreviated Legal Description: PTN NE, 06-34-04

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (the "Assignment"), made this 24th day of April, 2023, by CROSS COURT PLAZA – BWC LLC, a Texas limited liability company, having an address and principal place of business at 1717 Woodstead Court, Suite 298, The Woodlands, Texas 77380, Attn: Benjamin J. Cheng, CROSS COURT PLAZA – CPL LLC, a Texas limited liability company, having its principal office at 1717 Woodstead Court, Suite 298, The Woodlands, Texas 77380, Attn: Benjamin J. Cheng and CROSS COURT PLAZA – EC LLC, a Texas limited liability company, having its principal office at 1717 Woodstead Court, Suite 298, The Woodlands, Texas 77380, Attn: Benjamin J. Cheng, as tenants in common (each an "Assignor" and collectively "Assignors") to AMERICAN UNITED LIFE INSURANCE COMPANY, an Indiana corporation, having its principal offices in Indianapolis, Indiana and an address at One American Square, Post Office Box 368, Indianapolis, Indiana 46206-0368 (hereinafter called "Assignee").

WITNESSETH, THAT, FOR VALUE RECEIVED, Assignors hereby absolutely, directly and unconditionally grant, convey, assign, transfer and sets over to Assignee all of their respective right, title and interest in and to all the leases (hereinafter the "Leases") now existing, or existing during the term hereof, on all or any part of the land and improvements situated in the County of Skagit, State of Washington, described as follows, to-wit:

PARCEL A:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6;

THENCE NORTH 00°17'42" EAST ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 273.81 FEET;

THENCE NORTH 89°42'21" WEST A DISTANCE OF 50.00 FEET TO THE INTERSECTION OF THE WEST LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF BURLINGTON, UNDER AUDITOR'S FILE NO. 8604020016, RECORDS OF SKAGIT COUNTY, WASHINGTON (HEREAFTER KNOWN AS THE CITY TRACT) BEING BURLINGTON BOULEVARD (FORMERLY KNOWN AS GARL STREET) AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTH 89°42'21" WEST A DISTANCE OF 81.95 FEET;

THENCE NORTH 76°11'58" WEST A DISTANCE OF 25.81 FEET;

THENCE NORTH 89°42'21" WEST A DISTANCE OF 145.00 FEET;

THENCE SOUTH 00°17'42" WEST A DISTANCE OF 168.00 FEET;

THENCE SOUTH 24°05'48" EAST A DISTANCE OF 27.67 FEET;

THENCE SOUTH 00°17'42" WEST A DISTANCE OF 25.50 FEET TO THE INTERSECTION OF THE SOUTH LINE OF TRACT 2, AS PER BOUNDARY LINE ADJUSTMENT RECORDED IN VOLUME 10 OF SURVEYS, PAGES 51 AND 52, UNDER AUDITOR'S FILE NO. 9007100003, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE SOUTH 88°50'37" EAST, ALONG SAID SOUTH LINE A DISTANCE OF 222.53 FEET TO A POINT OF CURVATURE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 29.50 FEET THROUGH A CENTRAL ANGLE OF 37°39'38" AN ARC DISTANCE OF 19.39 FEET TO THE INTERSECTION OF THE WEST RIGHT-OF-WAY MARGIN OF SAID CITY TRACT;

THENCE NORTH 00°17'42" EAST ALONG THE WEST LINE OF SAID CITY TRACT A DISTANCE OF 210.15 FEET TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS PARCEL A OF THAT SURVEY RECORDED IN VOLUME 11 OF SURVEYS, PAGES 122 AND 123, UNDER AUDITOR'S FILE NO. 9107100065, RECORDS OF SKAGIT COUNTY, WASHINGTON.)

SITUATED IN SKAGIT COUNTY, WASHINGTON

PARCEL B:

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6;

THENCE NORTH 00°17'42" EAST ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 657.12 FEET TO A POINT THAT IS 10.00 FEET SOUTH AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER OF SECTION 6;

THENCE NORTH 88°59'14" WEST, PARALLEL WITH SAID NORTH LINE A DISTANCE OF 69.75 FEET TO THE INTERSECTION OF THE WEST LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF BURLINGTON UNDER AUDITOR'S FILE NO. 8604020016, RECORDS OF SKAGIT COUNTY, WASHINGTON (HEREAFTER KNOWN AS THE CITY TRACT) BEING BURLINGTON BOULEVARD (FORMERLY KNOWN AS GARL STREET), SAID INTERSECTION BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88°59'14" WEST A DISTANCE OF 540.05 FEET;

THENCE SOUTH 01°00'46" WEST A DISTANCE OF 29.00 FEET;

THENCE SOUTH 01°24'07" EAST A DISTANCE OF 23.02 FEET;

THENCE SOUTH 01°00'46" WEST A DISTANCE OF 125.00 FEET;

THENCE NORTH 88°59'14" WEST A DISTANCE OF 10.83 FEET;

THENCE SOUTH 01°00'46" WEST A DISTANCE OF 167.17 FEET;

THENCE SOUTH 88°59'14" EAST A DISTANCE OF 6.33 FEET;

THENCE SOUTH 01°00'46" WEST A DISTANCE OF 44.22 FEET;

THENCE NORTH 50°37'51" EAST A DISTANCE OF 165.79 FEET;

THENCE SOUTH 00°17'42" WEST A DISTANCE OF 93.34 FEET;

THENCE SOUTH 89°42'21" EAST A DISTANCE OF 51.97 FEET;

THENCE SOUTH 00°17'42" WEST A DISTANCE OF 225.57 FEET TO THE INTERSECTION OF THE SOUTH LINE OF TRACT 2 OF THE BOUNDARY LINE ADJUSTMENT RECORDED IN VOLUME 10 OF SURVEYS, PAGES 51 AND 52, UNDER AUDITOR'S FILE NO. 9007100003, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE SOUTH 88°50'37" EAST ALONG SAID SOUTH LINE A DISTANCE OF 147.96 FEET;

THENCE NORTH 00°17'42" EAST A DISTANCE OF 25.50 FEET;

THENCE NORTH 24°05'48" WEST A DISTANCE OF 27.67 FEET;

THENCE NORTH 00°17'42" EAST A DISTANCE OF 168.00 FEET;

THENCE SOUTH 89°42'21" EAST A DISTANCE OF 145.00 FEET;

THENCE SOUTH 76°11'58" EAST A DISTANCE OF 25.81 FEET;

THENCE SOUTH 89°42'21" EAST A DISTANCE OF 81.95 FEET TO THE WESTERLY MARGIN OF SAID CITY TRACT;

THENCE NORTH 00°17'42" EAST ALONG SAID WESTERLY MARGIN A DISTANCE OF 364.19 FEET TO A POINT OF CURVATURE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 89°16'56" AN ARC DISTANCE OF 31.17 FEET TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS PARCEL B OF THAT SURVEY RECORDED IN VOLUME 11 OF SURVEYS, PAGES 122 AND 123, UNDER AUDITOR'S FILE NO. 910710065, RECORDS OF SKAGIT COUNTY, WASHINGTON.)

PARCEL C:

AN EASEMENT FOR INGRESS, EGRESS, AND PARKING AS DESCRIBED IN THAT CERTAIN EASEMENT DATED AUGUST 1, 1991, BETWEEN DAYTON HUDSON CORPORATION AND WINMAR CASCADE, INC., RECORDED AUGUST 1, 1991, UNDER AUDITOR'S FILE NO. 9108010068, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN SKAGIT COUNTY, WASHINGTON

(herein called the "Premises"); together with all rents, income, termination fees, sale proceeds and all other income and sums payable thereunder or otherwise for the use and occupancy of the Premises, including, without limitation, all options, amendments, extensions or renewals and guarantees of lessee's obligations under the Leases.

This Assignment is given as security for (a) payment of all sums due under a certain promissory note and all amendments, extensions or renewals thereof, in the original principal sum of EIGHT MILLION FOUR HUNDRED THOUSAND and 00/100 Dollars (\$8,400,000.00), made by Assignors to Assignee, dated of even date herewith (hereinafter called the "Note") and secured by a Deed of Trust, Assignment of Rents and Leases, Security Agreement and UCC Fixture Filing on the Premises (hereinafter called the "Deed of Trust"); (b) payment of all other sums with interest becoming due and payable to Assignee under the provisions of this Assignment or the Note or the Deed of Trust; and (c) the performance and discharge of each obligation, covenant and agreement of Assignors contained herein and in the Note and the Deed of Trust. Acceptance of this Assignment shall not impair, affect or modify any of the terms or conditions of the Note or the Deed of Trust.

Assignors covenant and agree with Assignee as follows:

1. Assignors will:

- (a) fulfill and perform each and every material obligation, condition and covenant of the Leases by lessor to be fulfilled and performed;
- (b) at the sole cost and expense of Assignors, enforce the performance and observance of each and every material covenant and condition of the Leases and of any guarantee of any lessee's obligations thereunder by the lessee or guarantor to be performed or observed; and
- (c) from time to time, execute any and all instruments requested by Assignee to carry this Assignment into effect or to accomplish any other purposes reasonably deemed by Assignee to be necessary or appropriate in connection with this Assignment or the Premises, including, without limitation, specific assignments of the Leases and any guarantee thereof or any agreement relating to use or occupancy of the Premises or any part thereof now or hereafter in effect.

2. Assignors will not, without first securing the written consent of Assignee: (i) execute any other assignment of lessor's interest in the Leases or in any guarantee of lessee's obligations thereunder or execute any other assignment of rents arising or accruing from the Leases or from the Premises; or (ii) collect rentals from the Premises more than thirty (30) days in advance of the date due under any of the Leases.

3. At the sole cost and expense of Assignors, Assignors will appear in and defend any action growing out of or in any manner connected with the Leases or the obligations or liabilities of Assignors as lessors, the lessees, or any guarantors thereunder.

4. Should Assignors fail to do any act as herein provided, then Assignee, but without obligation so to do and without notice to or demand on Assignors and without releasing Assignors from any obligation herein, may make or do the same, including specifically, without limiting its general powers, appearing in and defending any action purporting to affect the security hereof or the rights or powers of Assignee and performing any obligation of the Assignors as lessor in the Leases contained, and in exercising any such powers paying necessary costs and expenses, employing counsel and incurring and paying reasonable attorneys' fees; and Assignors will pay immediately upon demand all sums expended by Assignee under the authority hereof. Any such sums together with interest from the date of any expenditure by Assignee at the rate of ten and 12/100 percent (10.12%) per annum (the "Default Interest Rate") (or at such lesser rate of interest as may be the maximum not prohibited by applicable law), shall be so much additional indebtedness secured hereby and by the Deed of Trust.

5. This Assignment includes all of the right, title and interest of Assignors in and to the said Leases and in and to the right to the use and possession of the Premises, including any and all of the rents, issues, profits and avails now due, which may hereafter become due under and by virtue of any of the Leases, whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the Premises that may have been heretofore or may be hereafter made or agreed to between Assignors or any other present, prior or subsequent owner of the Premises or any interest

therein or that may be made or agreed to by Assignee, its successors or assigns, under the powers herein granted, and any tenant or occupant of all or any part of the Premises.

6. Assignors represent, warrant and agree that (a) Assignors are entitled to receive all of the rents, issues and profits and to enjoy all the other rights and benefits mentioned herein and assigned hereby; (b) the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the life of these presents be sold, assigned, transferred or set over by Assignors or by any person or persons whomsoever except subject to this Assignment; (c) Assignors have not collected rentals from the Premises more than thirty (30) days in advance of the date due under any of the Leases; and (d) that Assignors have good right to sell, assign, transfer and set over the same and to grant to and confer upon Assignee the rights, interests, powers and/or authorities herein granted and conferred.

7. This Assignment shall in no way operate to restrict or prevent Assignee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the Deed of Trust and/or the Note.

8. Assignee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, powers and/or authorities are herein granted it; and Assignee shall not be responsible for or liable upon any of the agreements, undertakings or obligations imposed upon the lessor under the Leases or other agreements with respect to the Premises.

9. Assignee shall be accountable only for such cash as it actually receives under the terms hereof.

10. Failure of Assignee to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to Assignee.

11. Assignee shall have the right to further assign this Assignment and any and all rights accruing hereunder to any subsequent assignee of the interest of Assignee under the Deed of Trust and the Note.

12. It is understood that this Assignment is an absolute, unconditional, direct assignment, currently perfected, which is effective as of the date hereof and, upon demand by Assignee to the tenant under any of the Leases or to any person liable for any of the rents, issues and profits of and from the Premises or any part thereof, such tenant or person liable for any of such rents, issues and profits shall, and is hereby authorized and directed to, pay to or upon the order of Assignee, and without inquiry of any nature, all rents then owing or thereafter accruing under the Leases or any other instrument or agreement, oral or written, giving rights to an obligation to pay rents, issues or profits in connection with the Premises.

13. Upon or at any time after default in the payment of any indebtedness evidenced by the Note or secured hereby or by the Deed of Trust, or in the performance of any term, provision, condition, obligation, covenant or agreement herein or in the Note or the Deed of Trust contained, and the expiration of the period of grace, if any, with respect to any such default as provided for in the

Note or the Deed of Trust, upon written notice to Assignor, Assignee may declare all sums secured hereby immediately due and payable and may, at the option of Assignee without notice either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, and manage and operate the Premises and each and every part and parcel thereof; and in connection therewith. Assignee may make, cancel, enforce or modify Leases, fix or modify rents, repair, maintain and improve the Premises, employ contractors, subcontractors and workmen in and about the Premises, obtain and evict tenants, in its own name sue for or otherwise collect or reserve any and all rents, issues and profits, including those past due and unpaid, employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of the rights of Assignee hereunder and pay the reasonable fees and expenses thereof, and otherwise do and perform any and all acts and things which Assignee may deem necessary or appropriate in and about the Premises for the protection thereof or the enforcement of the rights of Assignee hereunder or under the Note or the Deed of Trust; and any and all amounts expended by Assignee in connection with the foregoing together with interest thereon from date of payment of any such expense at the Default Interest Rate (or at such lesser rate of interest as may be the maximum not prohibited by applicable law), shall constitute so much additional indebtedness secured hereby and by the Deed of Trust. Assignee shall apply any monies collected by Assignee, as aforesaid, less costs and expenses incurred, as aforesaid, upon any indebtedness secured hereby in such order and manner as Assignee may determine. The entering upon and taking possession of the Premises, the collection of rents, issues and profits, the exercise of any of the rights hereinabove specified and the application of collections, as aforesaid, shall not cure, waive, modify or affect any default or notice of default hereunder or under the Note or the Deed of Trust.

14. Any tenants or occupants of any part of the Premises are hereby authorized to recognize the claims and demands of Assignee hereunder without investigating the reason for any action taken by Assignee or the validity or the amount of indebtedness owing to Assignee or the existence of any default hereunder or under the Note or the Deed of Trust or the application to be made by Assignee of any amounts to be paid to Assignee. The sole signature of Assignee shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of Assignee for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Premises. Checks for all or any part of the rentals collected under this Assignment shall be drawn to the exclusive order of Assignee.

15. Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under the Leases, nor shall this Assignment operate to place upon Assignee responsibility for the control, care, management or repair of the Premises or the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the Premises by the tenant under any of the Leases or any other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

16. Assignors shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage that it may or might incur under the Leases or under or

by reason of this Assignment and of and from any and all claims and demands whatsoever that may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases; provided, however, such indemnification specifically excludes liability, loss or damage caused by Assignee's gross negligence or willful misconduct. Should Assignee incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorneys' fees, together with interest thereon from date of any such payment at the Default Interest Rate (or at such lesser rate of interest as may be the maximum not prohibited by applicable law), shall be secured hereby and by the Deed of Trust; and Assignors shall reimburse Assignee therefor immediately upon demand and upon the failure of Assignors so to do, Assignee may declare all sums secured hereby immediately due and payable.

17. In case of any conflict between the terms of this Assignment and the terms of the Deed of Trust, the terms of the Deed of Trust shall prevail.

18. Assignors have not, and will not, accept rent in advance under the Leases excepting only monthly rents for current months which may be paid in advance and security deposits, if any.

19. The term "Leases" as used herein means the Leases and agreements heretofore defined and hereby assigned, all options, amendments, extensions or renewals thereof now or hereafter executed and all leases existing during the term of this Assignment covering the Premises or any part thereof.

20. Assignors shall, upon Assignee's written request, cause this Assignment to be served upon the tenants under the Leases and, at the sole cost and expense of Assignors shall cause this Assignment to be recorded and filed and re-recorded and re-filed in each and every public office in which such filing and recording may be necessary to constitute record notice of this Assignment and the terms and provisions hereof as applicable to the Premises.

21. This Assignment may not be amended or waived except by an instrument in writing executed by the party against whom enforcement of such amendment or waiver is sought. If any clauses or provisions herein contained would invalidate this Assignment in whole or in part, such clauses or provisions only shall be invalid, and the remainder of this Assignment will remain in full force and effect.

22. All notices or demands which are required or permitted to be given or served hereunder shall be in writing and sent by U.S. Postal Service certified or registered mail, or by recognized national overnight courier service, postage prepaid, to the address first above set out or to such other address as any party hereto shall designate to the other in writing.

23. This Assignment may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one instrument.

24. Upon payment in full of all indebtedness secured hereby and by the Deed of Trust, this

Assignment shall become and be void and of no effect.

25. This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of Assignee and any subsequent holder of the Note and the Deed of Trust and shall be binding upon Assignors, their heirs, executors, administrators, successors, and assigns and any subsequent owner of the Premises. If more than one person or entity has executed this Assignment as Assignors, the term "Assignors" shall include all such persons and the obligations of all such persons shall be joint and several. In this Assignment, whenever the context so requires, the masculine, feminine or neuter genders shall include the other genders and the singular number includes the plural and the plural the singular.

26. This Assignment and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State in which the Premises is located.

[Remainder of page intentionally left blank; signature page(s) to follow.]

IN WITNESS WHEREOF, Assignors have executed this Assignment on the day and year first above written.

CROSS COURT PLAZA – BWC LLC,
a Texas limited liability company

By:


Benjamin J. Cheng, Manager


STATE OF TEXAS)

) SS:

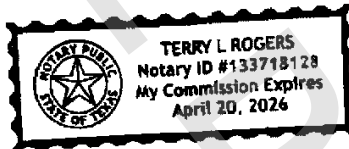
COUNTY OF Montgomery)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 20 day of April, 2023, personally appeared Benjamin J. Cheng, known to me to be the person(s) whose name is subscribed to the foregoing instrument, acknowledged that he is the Manager of Cross Court Plaza – BWC LLC, a Texas limited liability company, and executed said instrument by authority duly given and as the act of said limited liability company.

My Commission Expires: 4/20/2026

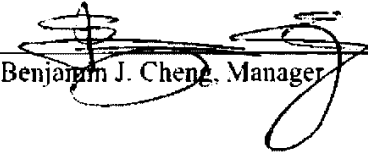

NOTARY PUBLIC

[Notary Seal]



CROSS COURT PLAZA – CPL LLC,
a Texas limited liability company

By:


Benjamin J. Cheng, Manager

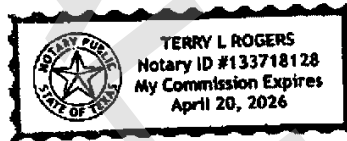
STATE OF TEXAS)
) SS:
COUNTY OF Montgomery)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 20 day of April, 2023, personally appeared Benjamin J. Cheng, known to me to be the person(s) whose name is subscribed to the foregoing instrument, acknowledged that he is the Manager of Cross Court Plaza – CPL LLC, a Texas limited liability company, and executed said instrument by authority duly given and as the act of said limited liability company.

My Commission Expires: 4/20/2026


NOTARY PUBLIC

[Notary Seal]



CROSS COURT PLAZA – EC LLC,
a Texas limited liability company

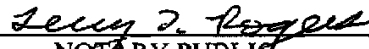
By: 

Benjamin J. Cheng, Manager

STATE OF TEXAS)
) SS:
COUNTY OF Montgomery)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 20 day of April, 2023, personally appeared Benjamin J. Cheng, known to me to be the person(s) whose name is subscribed to the foregoing instrument, acknowledged that he is the Manager of Cross Court Plaza – EC LLC, a Texas limited liability company, and executed said instrument by authority duly given and as the act of said limited liability company.

My Commission Expires: 4 / 20 / 2026


NOTARY PUBLIC

[Notary Seal]

