

Note 5378342 - CORICK PROPERTIES LLC

| | Relationship | Date of Birth | Phone Number | Tax Identification |
|---|--|---------------|--------------|--------------------|
| <input checked="" type="checkbox"/> CORICK PROPERTIES LLC | <input checked="" type="checkbox"/> Owner/Signer | | ***** | EIN **-***** |
| <input checked="" type="checkbox"/> 2510 HUNTER RD | | | | |
| SAN MARCOS TX 78666 | | | | |

Before

Additional Relationships
 Tax Name: CORICK PROPERTIES LLC
 See Mailing Information

Summary

| | | | |
|--|----------------|--------------------------------------|--------------------------|
| Principal Balance: | \$1,123,646.00 | Interest Method: | [7] 365/360 P&I Separate |
| Interest Balance: | \$187.27 | Current Payment Due Date: | Jun 14, 2024 |
| Net Payoff: | \$1,123,833.27 | Current Payment Due Amount: | \$1,123,646.00 |
| Current Other Escrow Balance: | \$0.00 | Current Interest Payment Due Date: | Jun 14, 2024 |
| Current Late Charge Balance: | \$0.00 | Current Interest Payment Due Amount: | \$0.00 |
| Current Other Escrow Interest Balance: | \$0.00 | Date Last Payment: | May 14, 2024 |
| Book Balance: | \$1,123,646.00 | Amount Last Payment: | \$5,618.22 |
| Total Collateral Value: | \$2,850,000.00 | Current Days Past Due: | |
| LTV: | 39.42% | Total Amount Past Due: | \$0.00 |
| Payments Scheduled: | 1 | Payment Frequency: | Maturity |
| Payments Billed: | | Regular Payment Amount: | \$1,123,646.00 |
| Payments Made: | | Current Rate Over: | 6.000000 |
| Times Extended: | | One Day's Interest: | \$187.2743 |
| Times Renewed: | 0 | Current Yield: | 6.083333 |
| Times Past Due 1-29 Days: | | Original Note Amount: | \$1,123,646.00 |
| Times Past Due 30-59 Days: | | Original Note Date: | Mar 15, 2024 |
| Times Past Due 60-89 Days: | | Maturity Date: | Jun 14, 2024 |
| Times Past Due 90+ Days: | | Contract Date: | Mar 14, 2024 |
| | | Months To Maturity: | 1.0 |
| | | Date Accrued Through: | May 14, 2024 |
| | | Date Last Transaction Activity: | May 14, 2024 |
| | | Date Principal Paid To: | Mar 15, 2024 |
| | | Date Interest Paid To: | May 14, 2024 |
| | | Date Last Change: | Apr 18, 2024 |
| | | Date Last Updated: | May 14, 2024 |

114916103 Schertz Bank & Trust
Incoming Wire Detail

General Information

| | |
|--------------|------------------------|
| Wire Number | 75654539 |
| Type of Wire | Domestic Incoming Wire |
| Wire Status | Posted |
| OFAC Status | OFAC Passed |

Audit Trail

| | |
|------------------------|---------------------------------------|
| Uploaded | 05/15/2024 09:13 AM |
| Released with Override | 05/15/2024 09:24 AM by Benito Pacheco |
| Credit Account Updated | 05/15/2024 09:24 AM by Benito Pacheco |
| | From: DD 103530001 to GL 103530001 |
| Posted | 05/15/2024 09:24 AM by System |

Originator Instructions

Originator - COMPUTERSHARE TRUST COMPANY,
N.A.
D 000004000113274
CTCNA FBO SBA 504 MASTER RESERVE
600 S 4TH ST 7TH FLR, MAC N9300-070
MINNEAPOLIS MN US 55415

Core Information

| | |
|------------------------|---------------------------|
| Debit Account | Federal Reserve 100150001 |
| Fee Account | G/L 103530001 |
| Credit Account | G/L 103530001 |
| Credit Tran Code | 400 |
| Reference Number | Batch Post to Premier |
| Override Flag | Yes |
| Wire Amount / Currency | \$1,123,646.00 USD |
| Wire Fee | \$0.00 Waive Fee |

Basic Settlement Information

| | |
|----------------------------|--------------------------------|
| Effective Date | 05/15/2024 |
| Sending FI | 121000248 WELLS FARGO SF |
| Receiving FI | 114916103 SCHERTZ B&T |
| Fedwire Type | CTP 1000 |
| IMAD | 2024051511B7033R008422 |
| OMAD | 20240515GMQFMP0101230505151013 |
| Sender Reference | 2024051500077390 |
| Format Version | 30 P |
| Fed Acceptance Date / Time | 0515 1013 |
| Acceptance Appl ID | FT01 |

Transaction Details

| | |
|--------------------------|----------|
| Instructed Currency Code | |
| Instructed Amount | |
| Exchange Rate | |
| Details of Charges | BEN |
| Senders Charges 1 | USD 0,00 |
| Senders Charges 2 | |
| Senders Charges 3 | |
| Senders Charges 4 | |

Beneficiary Instructions

| | |
|---------------------------|-----------------------------------|
| Beneficiary | SCHERTZ BANK TRUST D 103530001 |
| Beneficiary Reference | 81123380 |
| Originator To Beneficiary | CORICK PROPERTIES LLC |

| TranSet Number: 1125311 | | | |
|--|---|--------|----------------|
| Date | Description | | Amount |
| May 15, 2024 | CORICK PROPERTIES LLC LN 5378342 SBA | PAYOUT | \$1,123,646.00 |
| Transaction Number: 1125311001 Account Number: General Ledger 103530001 Transaction Code: [500] General Ledger Debit Date Created: 05/15/2024 09:54 AM Extracted: No Template Number: [604] GL to LOAN Branch Number: [1] 01-MAIN BRANCH Responsibility Code: [0] Institution: [60] SCHERTZ BANK AND TRUST Submitter User Name: Elaine Rutkowski Originating Institution: [60] SCHERTZ BANK AND TRUST | | | |
| May 15, 2024 | CORICK PROPERTIES LLC LN 5378342 SBA | PAYOUT | \$1,123,646.00 |
| Transaction Number: 1125311002 Account Number: Note 5378342 Transaction Code: [378] LAS Principal Only Payment Date Created: 05/15/2024 09:54 AM Extracted: No Template Number: [604] GL to LOAN Branch Number: [5] 05-SAN MARCOS BRANCH Responsibility Code: [510] DAVID CASE Institution: [60] SCHERTZ BANK AND TRUST Submitter User Name: Elaine Rutkowski Originating Institution: [60] SCHERTZ BANK AND TRUST | | | |

Note 5378342 - CORICK PROPERTIES LLC

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|--|--------------|---------------|--------------|--------------------|
| CORICK PROPERTIES LLC 2510 HUNTER RD SAN MARCOS TX 78666 | Owner/Signer | | ***** | EIN ***** |

After

Additional Relationships
 Tax Name: CORICK PROPERTIES LLC
 See Mailing Information

Summary

| | | | |
|--|----------------|--------------------------------------|--------------------------|
| Principal Balance: | \$0.00 | Interest Method: | [7] 365/360 P&I Separate |
| Interest Balance: | \$187.27 | Current Payment Due Date: | Jun 14, 2024 |
| Net Payoff: | \$187.27 | Current Payment Due Amount: | \$0.00 |
| Current Other Escrow Balance: | \$0.00 | Current Interest Payment Due Date: | Jun 14, 2024 |
| Current Late Charge Balance: | \$0.00 | Current Interest Payment Due Amount: | \$0.00 |
| Current Other Escrow Interest Balance: | \$0.00 | Date Last Payment: | May 15, 2024 |
| Book Balance: | \$0.00 | Amount Last Payment: | \$1,123,646.00 |
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| Payments Made: | | Current Rate Over: | 6.000000 |
| Times Extended: | | One Day's Interest: | \$0.0000 |
| Times Renewed: | 0 | Current Yield: | 6.083333 |
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| Times Past Due 30-59 Days: | | Original Note Date: | Mar 15, 2024 |
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Additional Relationships
 Tax Name: CORICK PROPERTIES LLC
 See Mailing Information

Mailing Label

CORICK PROPERTIES LLC
 2510 HUNTER RD
 SAN MARCOS TX 78666

eStatement: RSB94FORD@GMAIL.COM

Presentments

No Presentments for Account

2024

| Date | Description | Transaction Amount | Principal | Interest | Principal Balance |
|--------------|--|--------------------|----------------|------------|-------------------|
| Mar 15, 2024 | Original Rate | Interest Rate: | 6.000000 | | |
| Mar 15, 2024 | INITIAL ADVANCE | \$1,123,646.00 | \$1,123,646.00 | | \$1,123,646.00 |
| Apr 15, 2024 | PAYMENT FROM ECONOMY BUSINESS ACCOUNT XXXXXX5950 | \$5,618.23 | | \$5,618.23 | \$1,123,646.00 |
| May 14, 2024 | PAYMENT FROM ECONOMY BUSINESS ACCOUNT XXXXXX5235 | \$5,618.22 | | \$5,618.22 | \$1,123,646.00 |
| May 15, 2024 | CORICK PROPERTIES LLC LN 5378342 SBA PAYOUT | \$1,123,646.00 | \$1,123,646.00 | | \$0.00 |

Elaine Rutkowski

From: Kevin Bowie <kevin@bowielawoffice.com>
Sent: Wednesday, April 24, 2024 10:09 AM
To: David Case; Sylvia R. Anninos; corick auto group; mylespompa@gmail.com
Cc: Blyth Rehberg; Cristian Rodriguez; Fernando Rojas
Subject: FW: SA - Approved Loan for the May 15, 2024 Debenture Sale - San Marcos Auto Center

Rick and Cory, see email below. You have received final Approval for your SBA loan to fund on May 15th, congratulations! I enjoyed meeting and working with everyone.

Thank you,

Kevin D. Bowie

Bowie Law Firm, P.C.
1523 W. Koenig Ln.
Austin, TX 78756
(512) 447-1600 office
(512) 447-1603 fax
(512) 470-9444 cell
<https://bowielawoffice.com>

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From: Acock, Kelle S. [mailto:kelle.acock@sba.gov]
Sent: Wednesday, April 24, 2024 8:40 AM
To: Kevin Bowie <kevin@bowielawoffice.com>
Cc: Janet Grundy <janet@bowielawoffice.com>; Blyth Rehberg <brehberg@txcdc.com>; Fernando Rojas <frojas@txcdc.com>
Subject: SA - Approved Loan for the May 15, 2024 Debenture Sale - San Marcos Auto Center

The following 504 closing package for Texas Certified Development Company, Inc. has been approved for the sale:

Corick Properties LLC epc for Corick Auto Group L.L.C. dba San Marcos Auto Center
SBA Loan Number: 4651609100

Thanks.

Kelle Acock
District Counsel
San Antonio District Office
U.S. Small Business Administration
(210) 403-5914
Cell (210)427-3689
kelle.acock@sba.gov



U.S. Small Business
Administration

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THIRD PARTY LENDER AGREEMENT

THIS THIRD PARTY LENDER AGREEMENT ("Agreement") is dated 26th day of March, 2024, by and between Schertz Bank & Trust, ("Third Party Lender") whose address is 2202 Hunter Road San Marcos, TX 78666-5103, and Texas Certified Development Company, Inc., ("CDC") whose address is 1701 East 7th Street Austin, TX 78702-2712.

RECITALS

1. The Third Party Lender and CDC will provide separate loans to the Borrower and Operating Company, if any (collectively "Borrower"), according to the terms in the Authorization for Debenture Guarantee (SBA 504 Loan), as amended ("Authorization"). The Third Party Lender will provide term financing ("Third Party Loan"), and the CDC will provide a loan ("504 Loan") funded by a debenture issued by the CDC and guaranteed by the U.S. Small Business Administration ("SBA"), for purposes of financing the Project described in the Authorization, which involves the acquisition and/or improvement of the real and/or personal property described below, and in Exhibit A attached hereto and incorporated herein by reference ("Project Property"):

SBA Loan #: 465-160-9100
SBA Loan Name: San Marcos Auto Center
Borrower: Corick Properties LLC
Operating Company (if any): Corick Auto Group L.L.C.
Third Party Loan Amount: \$1,402,058.00
Term of Third Party Loan: 25.00 Years
If Real Property -- Project Property Address:
Street address: 2510 Hunter Road
City, State, Zip Code: San Marcos, TX 78666

Attach Legal description as an exhibit

If Personal Property: Describe property, including name of manufacturer, name of equipment, and applicable serial number(s) or other identifying numbers for property valued at \$5000 or more. Attach a detailed description as an exhibit.

2. The parties have required the Borrower to grant liens on the Project Property to secure the separate loans advanced by the parties ("Common Collateral"), and the lien of the CDC ("CDC Lien") will be junior and subordinate to the lien of the Third Party Lender ("Third Party Lender Lien"), unless Third Party Lender, CDC and SBA agree otherwise in writing.

TERMS AND CONDITIONS

In consideration of the above, the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amount of Third Party Loan. The Third Party Lender represents that the Third Party Loan is fully advanced; does not exceed the amount stated in the Authorization; and, will not exceed the amount allowed by the Authorization, plus reasonable costs of collection, maintenance, and protection of the Third Party Lender Lien. Any amounts owed by Borrower to Lender in excess of the Third Party Lender Lien amount stated in the Authorization cannot be secured by a lien on the Common Collateral unless it is subordinate to the 504 Loan.
2. Subordination of 504 Loan. CDC agrees to make the 504 Loan to the Borrower, subject to SBA's approval, and accept a junior and subordinate lien position in the Common Collateral upon the conditions that Third Party Lender executes this Agreement and disburses the Third Party Loan according to the terms represented to CDC and SBA.
3. Accurate Information. The Third Party Lender warrants and represents that all information provided by the Third Party Lender to CDC, including, without limitation, all information regarding the Borrower's financial condition, is accurate to the best of its knowledge and that Third Party Lender has not withheld any material information. Third Party Lender acknowledges that for purpose of this transaction, CDC is acting on behalf of SBA, an agency in the United States Government, except that SBA accepts no liability or responsibility for any wrongful act or omission by CDC. Third Party Lender further acknowledges that any false statements to CDC can be considered false statements to the federal government under 18 U.S.C. §1001, and may subject the Third Party Lender to criminal penalties, and that CDC and SBA are relying upon the information submitted by the Third Party Lender.
4. Waiver of Provision Not to Encumber Common Collateral. Third Party Lender waives its rights to enforce, as against CDC and SBA, any provisions in its documents that prohibit Borrower from further encumbering the Common Collateral or which restrict Borrower's ability to assign its lease on, or rents, income or profits from, the Common Collateral.
5. Compliance with 504 Loan Program Requirements. Third Party Lender agrees that all documents evidencing the Third Party Loan and the Third Party Lender Lien will comply with the 504 Loan Program Requirements as established by SBA, including those identified in the following subparagraphs, and, in the event one or more of the provisions in such documents do not comply with these 504 Loan Program Requirements, Third Party Lender waives any right to enforce such provisions while the 504 Loan has any unpaid balance and agrees that it must act in a commercially reasonable manner with regard to any enforcement action.
 - a. No Open-Ended Features and No Future Advances. The Third Party Loan must not be open-ended. After completion of the Project, the Third Party Lender may not make future advances under the Third Party Loan except for reasonable costs of collection, maintenance, and protection of the Third Party Loan and Third Party Lender Lien.
 - b. No Early Call or Demand Provisions. Third Party Lender agrees that

documents evidencing the Third Party Loan and the Third Party Lender Lien do not contain an early call feature or any provision which allows Third Party Lender to make demand under the Third Party Lender Loan other than when there is a material default under the terms of its Third Party Loan documents, which shall include, but not be limited to, failure to make timely payments on the Third Party Loan, failure to pay taxes when due or violation of any financial covenants which would cause a prudent lender to believe that the prospect of payment or performance of the Third Party Note is impaired.

c. No Cross-Collateralization. Third Party Lender agrees that the Common Collateral will only secure its Third Party Loan and the Common Collateral is not currently, and will not be used in the future, as security for any other financing provided by Third Party Lender to Borrower that purports to be in a superior position to that of the CDC Lien, unless authorized in writing by CDC and SBA.

d. No Cross-Default. During the term of the 504 Loan, Third Party Lender will not exercise any cross-default, "deem at-risk," or any other provisions in documents evidencing the Third Party Loan or Third Party Lender Lien which allow Third Party Lender to make demand on the Third Party Loan prior to maturity unless the Third Party Loan is in material default.

e. Maturity and Balloon Payments. The Third Party Loan must have a term of at least 7 years (when the 504 loan is for a term of 10 years), or a term of at least 10 years (when the 504 loan is for 20 or 25 years). If the Third Party Lender has made more than one loan, then an overall loan maturity must be calculated, taking into account the amounts and maturities of each loan. Any balloon payment for the Third Party Loan must be clearly identified and disclosed to SBA and approved at application or subsequently approved by SBA.

f. Reasonable Interest Rate. The Third Party Loan has a reasonable interest rate which does not and will not exceed the maximum interest rate for Third Party Loans from commercial financial institutions as published periodically by SBA in the Federal Register and in effect as of the date of this Agreement.

6. Marshaling of Assets. If the Third Party Lender takes additional collateral as security for the Third Party Loan, in the case of liquidation, any proceeds received from such additional collateral, must be applied to the Third Party Lender's Loan prior to the proceeds from the liquidation of the Common Collateral held by the CDC/SBA and the Third Party Lender. If the additional collateral no longer exists at the time of liquidation, or has insufficient value to justify the cost of collection, then the Third Party Lender is not required to liquidate such collateral, provided the Third Party Lender notifies CDC/SBA.

7. Notice of Default under the Third Party Loan. Within thirty (30) days after the expiration of any cure period for any continuing material default of the Third Party Loan or Third Party Lender Lien, Third Party Lender must provide written notice (referencing SBA's loan number for the 504 Loan) of the default to CDC and SBA. At least sixty (60) days prior to any legal proceedings against or liquidation of the Common Collateral (not including sending a demand letter), Third Party Lender must provide SBA with written notice of its intent to do so.

8. Limitation on Default Interest Rate. Third Party Lender may not escalate the rate of interest

upon default to a rate greater than the maximum rate published by SBA in the Federal Register. SBA will only pay the interest rate on the note in effect before the date of Borrower's default.

9. Subordination to 504 Loan and/or CDC Lien, of Amounts Attributable to Default Provisions.

a. The term "Default Charges" used in this paragraph includes, but is not limited to, prepayment penalties, late fees, other default charges, and escalated interest after default due under the Third Party Loan.

b. To the extent the Third Party Lender Lien secures any amounts attributable to Default Charges, which may exist in the Third Party Loan and Third Party Lender Lien, Third Party Lender Lien is and will be subordinate to the 504 Loan and the CDC Lien. This subordination applies only to CDC and SBA and their successors and assigns, and shall not inure to the benefit of Borrower or any guarantor of the Third Party Loan.

c. In the event of default under the Third Party Loan, CDC or SBA may bring the Third Party Loan current or may acquire the Third Party Loan secured by the Third Party Lender Lien. Third Party Lender agrees that in either of these circumstances, the amount to bring the Third Party Loan current or the purchase price of that loan will be net of all amounts attributable to the Default Charges so subordinated to the 504 Loan and the CDC Lien. Third Party Lender further agrees that if it receives from CDC or SBA any amounts attributable to such Default Charges, Third Party Lender holds such funds in trust for SBA and will remit such funds to SBA as soon as possible. In addition, Third Party Lender shall charge as against SBA only the interest rate on the Third Party Loan that was in effect before the date of Borrower's default. Should CDC or SBA not purchase the Third Party Loan but rather bring the Third Party Loan current, Default Charges on the Third Party Loan may remain due and owing from the Borrower.

d. The Third Party Lender agrees:

(1) If the Third Party Lender sells its Note (other than when liquidating the Third Party Loan), then the Third Party Lender must provide CDC/SBA, within fifteen (15) days of the sale, with written notice of the purchaser's name, address and telephone number and confirmation that the purchaser has received a copy of the executed Third Party Lender Agreement.

(2) If the Third Party Loan is in default and the Third Party Lender, as part of its liquidation strategy,

(i) proposes to sell its note, or

(ii) receives an offer from a third party, then the Third Party Lender must provide CDC/SBA with the option to purchase the note at the same price offered by the potential purchaser, net any Default Charges per paragraph 9(c). SBA will have forty- five (45) days from receipt of the notice from the Third Party Lender to exercise its option to purchase the note. If SBA does not exercise its option and the Third Party Lender sells its note, then the Third Party Lender

must provide CDC/SBA, within fifteen (15) days of the sale, with written notice of the purchaser's name, address and telephone number, and must provide the purchaser with a copy of the executed Third Party Lender Agreement.

e. If the Third Party Lender sells or otherwise transfers its note to a third party, then any Default Charges, including, but not limited to, prepayment penalties, late fees, other Default Charges, and escalated interest after default due under the Third Party Loan must be subordinate to the amounts outstanding on the 504 Loan and/or CDC Lien.

f. If the Third Party Lender loan documents contain a swap component or hedging contract (hereinafter defined as "swap agreement"), all costs associated with this swap agreement, which may be termed swap fees, termination fees, default fees or other related fees, shall be subordinate to the amounts outstanding on the 504 Loan and/or CDC Lien.

10. Liquidation. In the event that either the Third Party Loan or the 504 Loan is declared in default, Third Party Lender and CDC and SBA agree to cooperate in liquidating and/or selling the Common Collateral. Third Party Lender agrees to (a) accept a U.S. Treasury check(s) in connection with any purchase of Third Party Lender's note or any foreclosure or liquidation bid by CDC or SBA; (b) to provide CDC and SBA with the loan payment status, loan payment history, and an itemized payoff statement of the Third Party Loan; (c) to provide CDC and SBA, at no charge (except for reasonable charges for photocopies) with copies of any appraisals, environmental investigations, or title examinations or searches of the Collateral conducted by or for Third Party Lender; and (d) to provide any other information about Borrower or the Third Party Loan requested by CDC and SBA in writing.

11. Waiver of Right to Indemnification by SBA or CDC. If Third Party Lender's documents contain provisions granting Third Party Lender the right to indemnification by subsequent owners of the Project Property, then Third Party Lender waives its right to enforce such provisions against SBA or CDC in the event SBA or CDC acquires title to the Project Property through foreclosure of the CDC Lien, acceptance of a deed in lieu of foreclosure, or otherwise.

Paragraph 12 is optional and should be marked if CDC uses Third Party Lender to perform Customer Identification.

12. Bank Regulatory Issues. If Third Party Lender is regulated by one of the Federal functional regulators (Comptroller of the Currency, Federal Deposit Insurance Corporation, or National Credit Union Administration), Third Party Lender represents that it is subject to the Joint Final Rule on Customer Identification Programs (CIP) in 31 C.F.R. 103.121 and that it or its agent will perform with respect to the Borrower the specified requirements of its CIP.

13. No Implied Third Party Beneficiaries. To the extent there is a conflict between this Agreement and any provision in any agreement either Party may have with a third party, including but not limited to, Borrower, the terms and conditions in this Agreement shall supersede any such provision. The parties agree that SBA may enforce this agreement as a third party beneficiary, and further agree that this Agreement shall not grant any right, benefit, priority, or interest to any other third party, including but not limited to, Borrower and Guarantor(s).

14. Successors and Assigns. This Agreement will inure to the benefit of and bind the respective parties to this Agreement, and their successors and assigns, including any party acquiring the Third Party Loan and Third Party Lender Lien by sale, assignment, or other transfer from Third Party Lender. Third Party Lender agrees that CDC may assign this Agreement to SBA, and waives all rights to contest such assignment.

15. Federal Law. When SBA is the holder of the loan instruments evidencing the 504 Loan and any security for that loan (including but not limited to the CDC Lien on the Common Collateral), this Agreement and all such instruments will be construed in accordance with Federal law. CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes, but by using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax, or liability. The Third Party Lender may not claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to the 504 Loan.

16. Termination. This document will be released and terminated upon the payment in full of either the Third Party Loan or the 504 loan and all costs related thereto.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

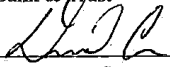
18. Validity of Provisions. In the event that any provision of this Agreement is deemed invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain valid and enforceable.

19. Revision of this Agreement. Both Third Party Lender and CDC agree that this Agreement is a standard SBA Form, and, as such, neither party has authority to modify or delete any provision in this Agreement, or add any additional provisions, without prior written authorization from the SBA.

20. Authority to Execute Agreement. The persons signing below certify that they have been duly authorized to execute this Agreement on behalf of their respective party.

LENDER:

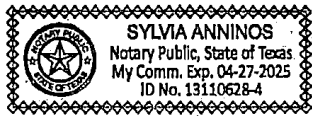
Schertz Bank & Trust

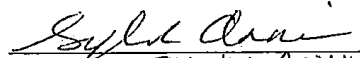
By: 
Print Name: DAVID CASE
Title: VICE PRESIDENT

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on this 25th day of March, 2024, by DAVID CASE (name), VICE PRESIDENT (title) of Schertz Bank & Trust.




Notary Name: SYLVIA ANNINOS

CERTIFIED DEVELOPMENT COMPANY (CDC):

Texas Certified Development Company, Inc.

By: _____

Print Name: Oscar Martinez

Title: Sr. Vice President

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of March, 2024 by Oscar Martinez, Sr. Vice President, of Texas Certified Development Company, Inc..

Notary Public, State of Texas

ASSIGNMENT TO SBA

CDC assigns this Third Party Lender Agreement to SBA.

By: _____ Date: _____

Typed Name: Oscar Martinez, Sr. Vice President, authorized officer of CDC.

Attest: Kevin Bowie, Attorney

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of March, 2024 by Oscar Martinez, Sr. Vice President, of Texas Certified Development Company, Inc..

Notary Public, State of Texas

EXHIBIT "A"

Lot 7-A, Block 1, SECTION 1, HUNTERS HILL SUBDIVISION, an Addition in Hays County, Texas, according to the Map or Plat recorded in Book 11, Page 244, Plat Records of Hays County, Texas.



U. S. Small Business Administration

INTERIM LENDER CERTIFICATION

| | |
|---|---|
| SBA Loan # | 465-160-9100 |
| SBA Loan Name | San Marcos Auto Center |
| Borrower(s) | Corick Properties LLC |
| Operating Company | Corick Auto Group L.L.C. |
| CDC | Texas Certified Development Company, Inc. |
| Interim Lender | Schertz Bank & Trust |
| Address of Project Property | 2510 Hunter Road, San Marcos, TX 78666 |
| Date of Certification (No more than 60 days prior to proposed Debenture funding) | March 26, 2024 |

INSTRUCTIONS: Fill in all blanks in the Certification. Instructions regarding particular Certifications appear in brackets and italics.

CDC has agreed to make a loan (the 504 Loan) to Borrower and Operating Company, if applicable (collectively, "Borrower") for purposes of financing the Project described in the "Authorization for Debenture Guarantee (SBA 504 Loan)," as amended (the Authorization). The 504 Loan will be funded by a debenture issued by CDC and guaranteed by the U.S. Small Business Administration (SBA). One of the conditions for the 504 Loan is that Interim Lender executes this Interim Lender Certification not more than 60 days prior to debenture funding. Interim Lender acknowledges that CDC will rely upon this Interim Lender Certification in making the 504 Loan and that SBA will rely upon this Interim Lender Certification in guaranteeing this debenture.

Interim Lender certifies, to the best of its knowledge, information and belief, that:

1. The Interim Loan in the amount of \$1,123,646.00 has been fully advanced except for \$ 0.00

which will be placed in escrow until completion of the Project.

2. The Interim Loan has been disbursed in reasonable compliance with the Authorization.
3. Borrower has contributed to the Project the cash, land or other property required by the Authorization.
4. If the Interim Loan includes construction financing, the Project has been completed in accordance with the final plans and specifications.
5. Project cost overruns, if any, have been paid by Borrower with cash, representing additional injection of equity; or with proceeds of a separate note secured by additional collateral which is not a part of the Interim Loan; or by other source described here: _____.
6. Interim Lender has no knowledge of any unremedied substantial change in the condition of Borrower and Operating Company (if any) since the date of loan application to Interim Lender. Borrower is current on its payments to Interim Lender and not otherwise in default on the Interim Loan.

[Choose one of the following options for paragraph 7 by checking the paragraph that applies.]

[Option 1: Use if Interim Lender is different from Third Party Lender referred to in the Authorization.]

- _____ 7. Upon receipt, Interim Lender will apply the Net Debenture Proceeds to pay off Interim Lender's share of Interim Financing stated in the Authorization. Within 30 days of receipt of the Net Debenture Proceeds, Interim Lender then will record or cause to be recorded releases of any recorded lien instruments (including without limitation mortgages, deeds of trust, deeds to secure debt, trust indentures, UCC financing statements) in favor of Interim Lender and securing the Interim Loan; will provide CDC with recorded copies of these releases; and will cancel, mark as paid, or release the note evidencing the Interim Loan, any guarantees, any all other documents securing the Interim Loan.

[Option 2: Use if Interim Lender is the same as the Third Party Lender referred to in the Authorization.]

- XX 7. Upon receipt, Interim Lender will apply the Net Debenture Proceeds to pay off Interim Lender's share of Interim Financing stated in the Authorization, and Interim Lender will reduce the principal balance of Interim Lender's debt to an amount not to exceed the amount of all Third Party Lender Loan stated in the Authorization or cancel the Interim Loan note, as appropriate, and will provide CDC evidence of such reduction or cancellation. Within 30 days of receipt of the Net Debenture Proceeds, Interim Lender will record or cause to be recorded partial or full releases of any recorded lien instruments (including without limitation mortgages, deeds of trust, deeds to secure debt, trust indentures, UCC financing statements) in favor of Interim Lender and securing the Interim Lender's share of Interim Financing, and will provide CDC with recorded copies of these releases.

[Option 3: Use only if SBA has approved allowing Interim Lender to assign its note and lien instrument to CDC, regardless of whether Interim Lender is the same as the Third Party Lender referred to in the Authorization.]

7. Upon receipt, Interim Lender will apply the Net Debenture Proceeds to pay off the Interim Lender's share of Interim Financing stated in the Authorization. Interim Lender then will assign to CDC the note evidencing the Interim Loan, any guarantees, the lien instruments (including without limitation mortgages, deeds of trust, deeds to secure debt, trust indentures, UCC financing statement) in favor of Interim Lender and securing the Interim Lender's share of Interim Financing, and other documents securing the Interim Loan.

Interim Lender warrants and represents that all information above, and all information provided to CDC, including without limitation, all information regarding the Borrower's and Operating Company's, if any, financial condition is accurate to the best of its knowledge and that Interim Lender has not withheld any material information. Interim Lender acknowledges that for the purpose of this transaction, CDC is acting on behalf of SBA, an agency of the United States Government, except that SBA accepts no liability or responsibility for any wrongful act or omission by CDC. Interim Lender also acknowledges that CDC and SBA are relying upon the accuracy of the responses above and of all information submitted by the Interim Lender to CDC in determining whether to approve financing to Borrower and Operating Company, if any that will be used to repay a loan made by Interim Lender. Interim Lender further acknowledges that submission of false information to CDC, or the withholding of material information from CDC, can result in criminal prosecution under 18 U.S.C. § 1001 and other provisions, liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729-3733, debarment and suspension, and other consequences.

[CDC may add additional certifications/agreements here.]

INTERIM LENDER: Schertz Bank & Trust

David Case

By: David Case
Printed Name

Title: Vice President

3-25-2024
Date

**RELEASE OF LIEN
(Deed of Trust Lien)**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAYS

THAT THE UNDERSIGNED, the legal and equitable owner and holder of that one certain promissory note in the original principal sum of \$1,123,646.00 dated December 20, 2022, executed by Corick Properties LLC, payable to the order of Schertz Bank & Trust, more fully described in and secured by a Security Instrument retained in a Deed dated December 20, 2022, recorded in/under 22058825, of the Real Property Records of Hays County, Texas, creating liens against the following described property, to-wit:

Lot 7-A, Block 1, SECTION 1, HUNTERS HILL SUBDIVISION, an Addition in Hays County, Texas, according to the Map or Plat recorded in Book 11, Page 244, Plat Records of Hays County, Texas.

for and in consideration of the full and final payment of all indebtedness secured by the aforesaid liens, the receipt of which is hereby acknowledged, has released and discharged and by these presents hereby releases and discharges, any and all obligors from all liability and indebtedness and the above described property from all liens held by the undersigned.

EFFECTIVE this date: May 15, 2024

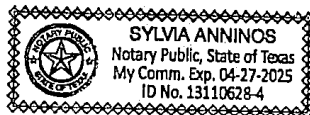
Schertz Bank & Trust

By: David Case Vice President
Name and Title:

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on this 25th day of March, 2024, by DAVID CASE (name), VICE PRESIDENT (title) of Schertz Bank & Trust.



Sylvia Anninos
Notary Name: SYLVIA ANNINOS