

COLLATERAL ASSIGNMENT OF AGREEMENT

THIS COLLATERAL ASSIGNMENT OF AGREEMENT ("Assignment") dated as of AUGUST 31, 2023 (the "Effective Date"), is executed by (a) CHISHOLM FLATS LLC, a Texas limited liability company ("Assignor"), for the benefit of (c) PLAINSCAPITAL BANK, a Texas state bank (together with its successors and assigns, "Assignee").

RECITALS:

A. WHEREAS, Assignor is party to that certain TAX INCREMENT REINVESTMENT ZONE REIMBURSEMENT & CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT dated as of FEBRUARY 22, 2023, and by and between (i) THE CITY OF MANSFIELD, TEXAS, A TEXAS HOME RULE MUNICIPAL CORPORATION OF THE STATE OF TEXAS (the "City"), (ii) THE BOARD OF DIRECTORS (the "Board") OF REINVESTMENT ZONE NUMBER ONE, CITY OF MANSFIELD (the "Zone"), and Assignor (as amended, modified, supplemented and/or amended and restated from time to time, the "Agreement"), a copy of which is attached hereto as Exhibit A.

B. WHEREAS, it is expressly understood that the execution and delivery of this Assignment is a condition precedent to Assignee's obligation to extend credit to Assignor under that certain LOAN AND SECURITY AGREEMENT, dated as of the Effective Date, and by and between Assignee and Assignor (the "Loan Agreement").

C. NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

2. **Collateral Assignment.** Assignor hereby transfers, assigns and conveys all of its rights, powers, privileges, and interests in, to, and under the Agreement to Assignee.

3. **Exercise of Assignee's Remedies.** Although it is the intention of the parties that the assignment hereunder is a present assignment, Assignee shall not exercise any of the rights and powers conferred upon it herein until and unless there shall occur an Event of Default. Upon the occurrence of an Event of Default, Assignee shall have the right (but not the obligation) to assume all rights, obligations, and responsibilities of Assignor under the Agreement. Nothing herein contained shall be deemed to affect or impair any rights which the Assignee may have under the Loan Agreement or the other Loan Documents.

4. **Notice of Default Under Agreement.** Promptly upon the occurrence of a default or event of default under the Agreement, the City shall deliver to Assignee written notice thereof.

5. **Representations and Warranties.** Assignor hereby represents and warrants that: (a) it has not assigned, hypothecated or pledged its interest in the Agreement, nor has it performed any acts or executed any other instrument which might prevent Assignee from exercising any of its rights under the terms and conditions of this Assignment; (b) there have not been any amendments, modifications or supplements to the Agreement, either orally or in writing; (c) the Agreement is in full force and effect and constitutes valid and legally enforceable obligations of the parties thereto; and (d) there exists no default under the terms, covenants or provisions of the Agreement, nor is there any state of facts which, with the giving of notice, passage of time or both, would constitute a default or event of default thereunder.

6. **No Liability of Assignee Under Agreement.** Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Agreement by reason of this Assignment, unless and until it elects to assume all obligations of Assignor under the Agreement as provided in Section 2 hereof. This Assignment and Assignee's performance hereunder shall not release Assignor of any liability under the Agreement.

7. **Negative Covenants.** The City and Assignor each agrees not to do, or suffer to be done, any of the following acts without the prior written consent of Assignee first being had and obtained, to wit: (a) cancel, terminate or surrender the Agreement; (b) forgive any obligation thereunder; (c) materially modify the Agreement; (d) assign any interest in the Agreement or any portion thereof; or (e) fail to perform any obligation in accordance with the provisions thereof, which failure would constitute a default under the Agreement and which failure shall continue beyond any applicable notice and cure periods provided under the Agreement. Except as allowed under this Section any of said acts, if done or suffered to be done without Assignee's prior written consent, shall constitute an Event of Default under the Loan Agreement.

8. **Notices.** Any notice, demand or other communication required or permitted hereunder shall be given in accordance with the Loan Agreement. Any notice sent to the parties herein shall be sent to the addresses as set forth herein.

9. **Power of Attorney.** From and after the occurrence of an Event of Default or a default under any Agreement, and during the continuance thereof, Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact to exercise any or all of Assignor's rights in, to, and under the Agreement. This power of attorney is coupled with an interest and cannot be revoked, modified or amended without the written consent of Assignee.

10. **Successors and Assigns.** All the covenants and agreements hereinabove contained on the part of Assignee, Assignor and the City shall inure to the benefit of and bind their successors and assigns, respectively.

11. **Duplicate Originals; Counterparts.** This Assignment may be executed in any number of duplicate originals, and each duplicate original will be deemed to be an original. This Assignment (and each duplicate original) also may be executed in any number of counterparts, each of which will be deemed an original and all of which together constitute a fully executed Assignment even though all signatures do not appear on the same document.

12. **Severability.** Wherever possible, each provision of this Assignment must be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is prohibited by or invalid under applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

13. **Entire Agreement; No Oral Modifications.** This Assignment shall supersede all prior written or oral understandings and agreements with respect thereto and no modification or waiver of any provision of this Assignment will be effective unless set forth in writing and signed by the parties hereto

14. **Governing Law; Waiver of Jury Trial; Jurisdiction.** IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS ASSIGNMENT AND THE OBLIGATIONS ARISING HEREUNDER WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS ASSIGNMENT, AND THIS ASSIGNMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION RELATING TO THIS ASSIGNMENT. EACH OF THE PARTIES, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, (A) SUBMITS TO PERSONAL JURISDICTION IN THE STATE OF TEXAS OVER ANY SUIT, ACTION OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS ASSIGNMENT, (B) AGREES THAT ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF TEXAS, (C) SUBMITS TO THE JURISDICTION AND VENUE OF SUCH COURTS AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT, AND (D) AGREES THAT IT WILL NOT BRING ANY ACTION, SUIT OR PROCEEDING IN

ANY OTHER FORUM (BUT NOTHING HEREIN WILL AFFECT THE RIGHT OF ASSIGNEE TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM).

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.***

IN WITNESS WHEREOF, the Assignor and the City have caused this Assignment to be executed effective as of the day and year first above written.

ASSIGNOR:

CHISHOLM FLATS LLC,
a Texas limited liability company

ADDRESS:

6912 Vista Ridge Drive W.
Fort Worth, Texas 76132

By: _____
Name: David C. Berzina
Title: Manager

By: _____
Name: Robert M. Jonas
Title: Manager

ACKNOWLEDGED AND AGREED TO BY:

THE CITY:

CITY OF MANSFIELD, TEXAS

ADDRESS:

1200 E. Broad Street
Mansfield, Texas 76063

By: _____
Name: Joe Smolinski
Title: City Manager

EXHIBIT A
AGREEMENT
(Attached)

