

NOTICE OF FORECLOSURE SALE

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

Notice is given that the property described below shall be sold at public auction on the date, at the time, and in accordance with the terms contained in this Notice of Foreclosure Sale and the applicable laws of the State of Texas.

Date, Time, and Place of Sale – The sale is scheduled to be held at the following date, time, and place:

Date: **5/7/2024**

Time: The sale will begin no earlier than **12:00 PM** or no later than three hours thereafter.

Place: **Dallas County**, Texas at the following location: **600 Commerce Street, Dallas, Texas 75202**, at the area outside on the north side of the George Allen Courts Building facing Commerce Street below the overhang, OR IF THE PRECEDING AREA IS NO LONGER THE DESIGNATED AREA, AT THE AREA DESIGNATED BY THE COMMISSIONER’S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE.

FILED

2024 APR 12 PM 3:14

JOHN F. WALKER
COUNTY CLERK
DALLAS COUNTY
BY _____ DEPUTY

Property To Be Sold – The property to be sold is described as follows:

TRACT 1 (Fee): BEING Lot 1 R1, Block A, Royal Tech Center, Phase III, 4th Replat, an Addition to the City of Irving, Dallas County, Texas, according to the Replat thereof recorded in Volume 2005141, Page 10, Plat Records, Dallas County, Texas.

TRACT 2 (EASEMENT): Those appurtenant non-exclusive easement(s) and easement rights as created by that certain Declaration of Covenants, Conditions, Restrictions, Reciprocal Rights and Easements executed by CMD Realty Investment Fund III, L.P., an Illinois limited partnership, dated July 14, 2005, filed July 25, 2005, and recorded in Volume 2005143, Page 172, Real Property Records, Dallas County, Texas.

TRACT 3 (EASEMENT): Non-exclusive Easement Estate as created by the certain Declaration recorded August 22, 1973 in Volume 73166, Page 1001, Real Property Records, Dallas County, Texas; as affected by instruments recorded in Volume 77154, Page 1096; Volume 79122, Page 749; Volume 82071, Page 3244; Volume 82187, Page 908; Volume 83015, Page 3297; Volume 84213, Page 2741; Volume 89127, Page 5854; Volume 92041, Page 446; Volume 96027, Page 2983; and under Clerk's File Nos. 200503527191, 200503641275, and 201100338880, Real Property Records, Dallas County, Texas.

Parcel ID: 324609800A1R10000; 324609800A1R10000

Address/Commonly known as: **Bent Branch Drive, Irving, Dallas County, Texas 75063; 2910 West Bend Drive, Irving, Dallas County, Texas 75063**

Instrument to be Foreclosed – The instrument to be foreclosed is the Amended and Restated Deed of Trust, Assignment of Rents and Leases, Security Agreement, Fixture Filing and Financing Statement dated November 14, 2019 and recorded on November 15, 2019 as Texas Instrument Number 201900308537 in the real property records of Dallas County, Texas (“Deed of Trust”).

Grantor: TAF Royal Tech, c/o Barnes & Thornburg LLP, 3340 Peachtree Road NE, Suite 2900, Atlanta, Georgia 30326; c/o Morris, Manning & Martin, LLP, 1600 Atlanta Financial Center, 3343 Peachtree Road, NE Atlanta, Georgia 30326

Guarantor(s): Aztec OME Holdings, Inc., c/o Barnes & Thornburg LLP, 3340 Peachtree Road NE, Suite 2900, Atlanta, Georgia 30326; c/o Morris, Manning & Martin, LLP, 1600 Atlanta Financial Center, 3343 Peachtree Road, NE Atlanta, Georgia 30326
The Aztec Fund Holding, Inc., c/o Barnes & Thornburg LLP, 3340 Peachtree Road NE, Suite 2900, Atlanta, Georgia 30326; c/o Morris, Manning & Martin, LLP, 1600 Atlanta Financial Center, 3343 Peachtree Road, NE Atlanta, Georgia 30326

Original Lender/Beneficiary: Bank of America, N.A., 2380 Performance Dr., Bldg. C, Richardson, Texas 75082, Attn: Commercial Real Estate Loan Administration

Current Lender/Beneficiary: Bank of America, N.A., 2380 Performance Dr., Bldg. C, Richardson, Texas 75082, Attn: Commercial Real Estate Loan Administration

Administrative Agent: Bank of America, N.A., 2380 Performance Dr., Bldg. C, Richardson, Texas 75082, Attn: Commercial Real Estate Loan Administration

Current Substitute Trustee: Evan McGuire, with Griffith, Jay & Michel, LLP, whose mailing address is 2200 Forest Park Boulevard, Fort Worth, Texas 76110

The Administrative Agent is authorized to represent the Beneficiary by virtue of the express terms of the November 14, 2019 Consolidated, Amended and Restated Loan Agreement by and among TAF Pinnacle Park, LLC, TAF Intellicenter, LLC, TAF Lakeside II, LLC, TAF Royal Tech, LLC, TAF 5775 DTC, LLC, OME Windward Oaks, LLC, OME Lake Vista III & IV, LLC, OME 2001 Mark Center, LLC, and OME Bowie Corporate Center, LLC and Bank of America, N.A., and Other Financial Institutions (the "Loan Agreement"). Pursuant to the Loan Agreement and Texas Property Code §51.0025, the Administrative Agent is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

Terms of Sale – The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any. Pursuant to the Deed of Trust, the beneficiary has the right to direct the Trustee (or any Substitute Trustee) to sell the property in one or more parcels and/or to sell all or only part of the property. Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property. Pursuant to section 51.0075 of the Texas Property Code, the Trustee (or any Substitute Trustee) reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the Trustee or any Substitute Trustee.

Type of Sale – The Beneficiary under the Deed of Trust has elected to conduct a unified foreclosure sale pursuant to the provisions of Texas Business and Commerce Code § 9.604(a) and to include in the non-judicial foreclosure pursuant to the power of sale granted by the Deed of Trust described in this Notice of Foreclosure Sale all of the personal property and fixtures described within the Loan Agreement and related documents. The Beneficiary reserves the right to revoke its election as to some or all of said personal property and/or fixtures, or to add additional personal property and/or fixtures to the election herein expressed, at the Beneficiary's sole election, from time to time and at any time until the consummation of the Trustee's sale to be conducted pursuant to the Deed of Trust and this Notice of Foreclosure Sale. The real property and personal property encumbered by the Deed of Trust will be sold at the sale in accordance with the provisions of the Deed of Trust and as permitted by section 9.604(a) of the Texas Business and Commerce Code.

Name and Address of Substitute Trustee – The Substitute Trustee responsible for conducting the foreclosure sale is:

Name of Substitute Trustee: Evan McGuire, with Griffith, Jay & Michel, LLP

Address of Substitute Trustee: 2200 Forest Park Boulevard, Fort Worth, Texas 76110

Obligations Secured – The Deed of Trust provides that it secures and enforces the payment and performance of the following promissory notes, obligations, indebtedness, duties and liabilities

and all renewals, extensions, supplements, increases, and modifications thereof in whole or in part from time to time: (a) all amounts funded and outstanding from time to time under the Loan Agreements, including under the promissory notes and all other obligations, (b) the cost of collection of the obligations, (c) such additional amounts as Lenders may from time to time advance pursuant to the terms and conditions of the Loan Agreement and/or the Deed of Trust and not met by Borrower with respect to an obligation secured by a lien or encumbrance prior to the lien of the Deed of Trust or for the protection of the lien of the Deed of Trust, and (d) interest on the foregoing as set forth in the Loan Agreement and/or the promissory notes.

The sale will be made, but without covenant or warranty, express or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the promissory notes and all other amounts lawfully owing under the promissory notes, the Deed of Trust, the Loan Agreement, and all other associated loan documents, including, without limitation, all interest, default interest, late charges, advances, attorneys' fees and other costs and expenses.


The sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the sale will be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been released or subordinated to the Deed of Trust. For the avoidance of doubt, the sale will not cover any part of the property that has been released of public record by Lender from the security interest of the Deed of Trust. Prospective bidders are urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Questions concerning the sale may be directed to the undersigned or to the Beneficiary:

Bank of America, N.A.,
c/o Brandon Renken, Mayer Brown LLP
700 Louisiana Street, Suite 3400
Houston, TX 77002
brenken@mayerbrown.com
(713) 238-2602

Dated: April 12, 2024

Griffith, Jay & Michel, LLP



Evan McGuire
2200 Forest Park Boulevard
Fort Worth, Texas 76110
817.926.2500 (Telephone)
817.926.2505 (Facsimile)
Email: emcguire@lawgjm.com

AFTER RECORDING, RETURN TO:
Evan McGuire
2200 Forest Park Boulevard

Fort Worth, Texas 76110
817.926.2500 (Telephone)
817.926.2505 (Facsimile)
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COUNTY CLERK
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Property To Be Sold – The property to be sold is described as follows:

Lot 1, Block A, containing 646,585 square feet or 14.84 acres of land, of the Amended Plat of KDC-INTELLICENTER ADDITION, situated in the City of Irving, Dallas County, Texas, according to the map or plat thereof, recorded under County Clerk's File No. 20080222693 of the Plat Records of Dallas County, Texas.

Parcel ID: 322442000A0010000

Address/Commonly known as: **3701 Regent Boulevard, Irving, Dallas County, Texas 75063**

Instrument to be Foreclosed – The instrument to be foreclosed is the Amended and Restated Deed of Trust, Assignment of Rents and Leases, Security Agreement, Fixture Filing and Financing Statement dated November 14, 2019 and recorded on November 15, 2019 as Texas Instrument Number 201900308531 in the real property records of Dallas County, Texas (“Deed of Trust”).

Grantor: TAF Intellicenter, LLC, c/o Barnes & Thornburg LLP, 3340 Peachtree Road NE, Suite 2900, Atlanta, Georgia 30326; c/o Morris, Manning & Martin, LLP, 1600 Atlanta Financial Center, 3343 Peachtree Road, NE Atlanta, Georgia 30326

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beneficiary has the right to direct the Trustee (or any Substitute Trustee) to sell the property in one or more parcels and/or to sell all or only part of the property. Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property. Pursuant to section 51.0075 of the Texas Property Code, the Trustee (or any Substitute Trustee) reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the Trustee or any Substitute Trustee.

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The sale will be made, but without covenant or warranty, express or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the promissory notes and all other amounts lawfully owing under the promissory notes, the Deed of Trust, the Loan Agreement, and all other associated loan documents, including, without limitation, all interest, default interest, late charges, advances, attorneys' fees and other costs and expenses.

The sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the sale will be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been released or subordinated to the Deed of Trust. For the avoidance of doubt, the sale will not cover any part of the property that has been released of public record by Lender from the security interest of the Deed of Trust. Prospective bidders are urged to examine the applicable property records to determine the nature and extent of such matters, if any.

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Bank of America, N.A.,
c/o Brandon Renken, Mayer Brown LLP
700 Louisiana Street, Suite 3400
Houston, TX 77002
brenken@mayerbrown.com
(713) 238-2602

Dated: April 12, 2024

Griffith, Jay & Michel, LLP



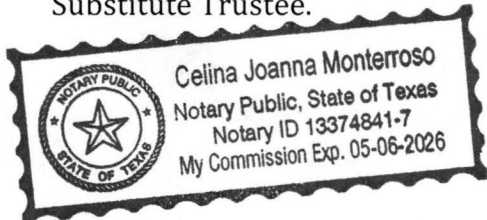
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Email: emcguire@lawgjm.com

STATE OF TEXAS)
COUNTY OF Tarrant)

This instrument was acknowledged before me on April 12, 2024, by Evan McGuire, Substitute Trustee.



A handwritten signature in cursive script, appearing to read "Celina Monterroso".

Notary Public, State of Texas
My commission expires: 5-6-2026