

**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.**

**NOTICE OF SALE BY SUBSTITUTE TRUSTEE**

**A debtor who is serving on active military duty may have special rights or relief related to this notice under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. Sections 3901 et seq.), and state law, including Section 51.015 Texas Property Code. 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.**

STATE OF TEXAS           §  
  §           KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF DALLAS       §

Reference is made to the following:

1. The Loan Agreement dated as of June 5, 2015 (the "Loan Agreement") by and between 2015 Acquisitions 5 LLC, a Delaware limited liability company (the "Borrower"), and CTL Lending Group LLC, a Delaware limited liability company (the "Lender"), which Loan Agreement governs a loan or loans made by the Lender to the Borrower (collectively, the "Loan"), which Loan is evidenced by Note #1 and by Note #2 (each, as defined below);
2. Promissory Note #1 dated June 5, 2015 from the Borrower to the order of the Lender in the stated principal amount of \$18,000,000 (as endorsed by the Allonge (Note #1) described below, "Note #1");
3. Allonge (Note #1) dated June 5, 2015 from the Lender to the order of the Trustee (as defined below);
4. Promissory Note #2 dated June 5, 2015 from the Borrower to the order of the Lender in the stated principal amount of \$10,000,000 (as endorsed by the Allonge (Note #2) described below, "Note #2" and, together with Note #1, the "Notes");
5. Allonge (Note #2) dated June 5, 2015 from the Lender to the order of the Trustee;
6. the Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of June 5, 2015 and recorded on June 8, 2015 as Instrument # 201500146984 in the Real Property Records of Dallas County,

**FILED**  
2018 JUL 16 AM 10:48  
JOHN E. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
REAL PROPERTY

Texas (the “Deed of Trust”) by the Borrower to Peter Graf, Esq., as trustee, for the benefit of the Lender;

7. the Amended and Restated Trust Agreement dated as of June 17, 2016 (the “Trust Agreement”) among the Lender, Wells Fargo Trust Company, National Association formerly known as Wells Fargo Bank Northwest, National Association, as trustee (the “Trustee”), and Wells Fargo Trust Company, National Association formerly known as Wells Fargo Bank Northwest, National Association, as escrow agent, pursuant to which the Lender assigned and transferred to the Trustee, for the benefit of the owners of the CTL 2015-16 Trust (Dallas County Schools) Pass-Through Certificates issued under the Trust Agreement (the “Certificates”), all of its right, title, and interest in and to the Loan Agreement, the Notes, the Security Instrument and all other loan documents related thereto;
8. the Assignment of Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of June 5, 2015 and recorded on June 8, 2015 as Instrument # 201500146986 in the Real Property Records of Dallas County, Texas by the Lender to and in favor of the Trustee, pursuant to which the Lender assigned and transferred to the Trustee all of its right, title, and interest in and to the Security Instrument and certain other property;
9. Notice of Event of Default, Demand for Payment, and Notice of Intent to Accelerate dated May 31, 2018 from the Trustee to Borrower; and
10. Notice of Acceleration dated June 11, 2018 from the Trustee to Borrower, a copy of which is attached hereto as Exhibit B.
11. Notice of Continuing Event of Default dated July 5, 2018 from the Trustee to Borrower; and
12. Notice of Acceleration dated July 11, 2018 from the Trustee to Borrower, a copy of which is attached hereto as Exhibit C.

WHEREAS, pursuant to the Deed of Trust, Borrower conveyed to Peter Graf, Esq., as trustee, for the benefit of Trustee the Premises as described therein, including, without limitation, the real property described on Exhibit A attached hereto.

WHEREAS, the Eric Willis, Guy Swartz, Jeffrey T. Libby, Spencer Bryson, Ryan Starnes and Jennan Alame, have each been appointed as a Substitute Trustee (herein so called) in the place and stead of Peter Graf, Esq., trustee in the aforesaid Deed of Trust, said appointment being in the manner authorized by the Deed of Trust;

WHEREAS, default has occurred under the terms of the Notes secured by the Deed of Trust, and the indebtedness evidenced therein is now wholly due, Trustee as beneficiary under the Deed of Trust has requested the undersigned to sell the Property to satisfy same.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, the 7th day of August, 2018, I will begin to sell the Property at 10:00 a.m. or not later than three hours after that time at the area in Dallas County, Texas designated for such sales by the Dallas County Commissioners, to the highest bidder for cash. The trustee's sale will occur between the earliest time to begin the sale as specified above and 1:00 p.m., Dallas, Texas time.

The address for each Substitute Trustee is: 5950 Berkshire Lane, Suite 200, Dallas, Texas 75225. The address for Beneficiary is: 299 S. Main Street., 5<sup>th</sup> Floor, Salt Lake City, UT 84111, MAC U1228051.

THE SALE OF THE PROPERTY REFERENCED HEREIN SHALL BE "AS IS" AND "WHERE IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY THE SUBSTITUTE TRUSTEE, EXPRESS, IMPLIED, STATUTORY, QUASI-STATUTORY OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED. NEITHER LENDER NOR SUBSTITUTE TRUSTEE MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO COMPLIANCE WITH LAWS, RULES, AGREEMENTS OR SPECIFICATIONS, NOR WITH RESPECT TO CONDITION, QUALITY, CAPACITY, DESIGN, OPERATION, ABSENCE OF ANY LATENT DEFECTS, OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO SUCH PROPERTY, ALL OF WHICH SHALL BE EXPRESSLY WAIVED BY PURCHASER.

***[Remainder of Page Intentionally Left Blank]***

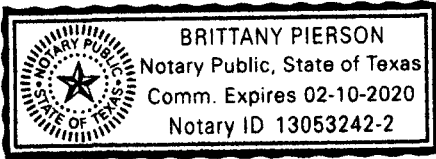
EXECUTED effective as of the 16th day of July, 2018.

*Eric Willis*

ERIC WILLIS, GUY SWARTZ, JEFFREY  
T. LIBBY, JENNAN ALAME, SPENCER  
BRYSON, OR RYAN STARNES

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me on the 16th day of July, 2018, by ERIC WILLIS.



*Brittany Pierson*

Notary Public, State of Texas

*Brittany Pierson*

(printed name)

**EXHIBIT A**  
**REAL PROPERTY**

TRACT 1: (Fee Simple)

All that certain tract or parcel of land, a part of the Robert Kleberg Survey Abst. No. 716, Dallas County, Texas and being a part of that certain called 68.5 acre tract described in Deed dated May 6, 1924, from J. V. Lincoln et ux to A. S. Broadfoot as found in Vol. 1096, page 477 of the Deed Records of Dallas County, Texas and this portion thereof described as follows

BEGINNING at an iron or steel bar (found part of a car spring leaf) for corner at the occupied East corner of a 20 acre tract out of said 68.5 acre tract described in Deed dated September 30, 1933 from J. M. Stockard to G. H. Salmon as found in Vol. 1815, page 317, of the Deed Records of Dallas County, Texas; said point being in the Southwest line of a community asphalt road;

THENCE South 44 degrees 48 minutes East along the Northeast line of said 68.5 acre tract, 561.83 feet to a 1/2" iron rod set for corner in same and at the North corner of a certain 164 ft. x 250 ft lot out of said 68.5 acre tract described as "THIRD TRACT" in Deed dated December 20, 1968 from R. Leland Cook, et ux to Gregory L. Cook, et ux as found in Vol. 68250, page 165-68 of the Deed Records of Dallas County, Texas; said point being in the Southwest line of said road;

THENCE SOUTH 44 degrees 21 minutes 28 seconds West along the Northwest line of said lot, 250.0 feet to a 1/2" iron rod set for corner in same; and at its West corner;

THENCE South 44 degrees 48 minutes East along the Southwest line of said lot 61.00 feet to a 1/2" iron rod set for corner in same;

THENCE South 45 degrees 06 minutes 54 seconds West, 1219.40 feet to a 1/2" iron rod set for corner in the occupied Southwest line of said 68.5 acre tract;

THENCE North 45 degrees West along the occupied Southwest line of same 622.83 feet to a 1" iron rod found for corner at the West corner of said 28.5 acre tract and the South corner of said Salmon's 20 acre tract;

THENCE North 45 degrees East along the occupied Southeast line of said Salmon tract, 1473.00 feet to the point of beginning.

**TRACT 2:**

**Parcel 1 (Fee Simple)**

Being all of SOUTHWEST SERVICE CENTER ADDITION, an Addition to the City of Lancaster, Dallas County, Texas, according to the plat thereof recorded in Volume 2000249, Page 7, Real Property Records, Dallas County, Texas.

**Parcel 2 (Easement Estate)**

Easement rights contained in Easement Agreement by and between BLUEBELL CREAMERIES, L.P. and DALLAS COUNTY SCHOOLS dated 12/06/1999, filed 03/29/2000, recorded in Volume 2000062, Page 6202, Real Property Records, Dallas County, Texas.

**TRACT 3: (Fee Simple)**

BEING a tract or parcel of land lying in the WILLIAM HOWERTON SURVEY, ABSTRACT NO. 559, Dallas County, Texas and being the same property conveyed in a Deed to Zion Chapel Economic Development, Inc. as recorded in Volume 2000246, Page 4170, Deed Records, Dallas County, Texas, and being more fully described as follows:

BEGINNING at a 3/8" iron rod found at the Southeast Corner of said Zion Chapel Economic Development, Inc., said iron being on the North line of W. Wintergreen Road;

THENCE South 89 degrees 12 minutes 25 seconds W and said W. Wintergreen Road, 249.98' to a 1/2" iron pipe found for corner;

THENCE North 02 degrees 26 minutes 14 seconds W, 871.15' to a 1/2" iron pipe set for corner;

THENCE North 89 degrees 11 minutes 46 seconds E, 250' to a 1/2" iron pipe found for corner;

THENCE South 02 degrees 26 minutes 08 seconds East, 871.2' to the POINT OF BEGINNING and CONTAINING 5.0 acres of land, more or less.

**TRACT 4: (Fee Simple)**

Being Lot 2, Block A/6130, of DALLAS COUNTY SCHOOLS-SERVICE CENTER-EAST ADDITION, an Addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 96028, Page 2860, Real Property Records, Dallas County, Texas.

**TRACT 5: (Fee Simple)**

Being 590,293 square feet or 13.5316 acre tract of land situated in the Harrison Webb Survey, Abstract No. 1896 and William Bennett Survey, Abstract No. 171, Dallas County, Texas and being all of Lot 3, Block 6492 of Paccar Addition, an addition to the City of Dallas, Dallas County, Texas, according to the Map thereof recorded in Volume 93043, Page 3087, Map Records of Dallas County, Texas and part of Lot 3, Block 8/6495 of Lombardy Business Park, an addition to the City of Dallas, Dallas County, Texas according to the map thereof recorded in Volume 83144, Page 863, Map Records of Dallas County, Texas and being more particularly described as follows (the bearing source for this survey was taken from the said map);

Beginning at a found 1/2 inch iron rod for a corner in the northerly line of Rentsel Street (a 56 foot right of way), said point being the common southerly corner of said Lot 3, Block 6492, and Lot 2, Block 6492 of the said Paccar Addition and said point being S 89 degrees 28 minutes 19 seconds E, a distance of 482.44 feet from the easterly corner of a right of way corner clip at the intersection of the northerly line of Rentsell Street with the easterly line of Stemmons Freeway (Interstate Highway 35, a variable width right of way);

Thence, N 00 degrees 34 minutes 41 seconds E, departing the northerly line of Rentsell Street and with the common line of said Lots 2 and 3, Block 6492, a distance of 330.00 feet to a found 1/2 inch iron rod for a corner at the common northerly corner of said Lots 2 and 3, Block 6492 and said point in the southerly line of Lot 1, Block 6492 of Manana Park Addition, an addition to the City of Dallas, Dallas County, Texas according to the map thereof recorded in Volume 79149, Page 1, Map Records, Dallas County, Texas;

Thence, S 89 degrees 28 minutes 19 seconds E, with the northerly line of said Lot 3, Block 6492, and the southerly line of the said Lot 1, Block 6492 of Manana Park Addition, passing at a distance of 143.33 feet the northeast corner of said Lot 1, Block 6492 and the northwest corner of said Lot 3, Block 8/6493, continuing with the northerly line of said Lot 3, Block 8/6495 and the southerly line of the said Lot 1, Block 6492 of Manana Park Addition, the southerly line of Lot 2, Block 6492 of Manana Plaza Addition, an Addition to the City of Dallas, Dallas County, Texas according to the map thereof recorded in Volume 74088, Page 1982, and the southerly line of Lot 3, Block 6493 of F. W. Allen Subdivision, an addition to the City of Dallas, Dallas County, Texas, according to the map thereof recorded in Volume 80113, Page 1196, both in the Map Records of Dallas County, Texas in all a distance of 844.49 feet to a set 1/2 inch iron rod for an angle point;

Thence, S 88 degrees 47 minutes 19 seconds E, continuing with the northerly line of said Lot 3, Block 8/6495 and the southerly line of said Lot 9, Block 6493 of F. W. Allen Subdivision, a distance of 241.74 feet to a set 1/2 inch iron rod for a corner, said point being the northeast corner of said Lot 3, Block 8/6495 and in the westerly line of a tract of land conveyed to Dallas Power & Light Company described in Volume 3323, Page 22, Deed Records of Dallas County, Texas;

Thence, S 00 degrees 29 minutes 55 seconds W, with the easterly line of said Lot 3, Block 8/6495 and the westerly line of the said Dallas Power & Light Company tract, a distance of 830.55 feet to a set 1/2 inch iron rod for a corner, said point being the southeast corner of said Lot 1, Block 8/6495 and the northeast corner of a tract of land conveyed to 3112 Corporation by deed recorded in Volume 80135, Page 960, Deed Records of Dallas County, Texas;

Thence, W 89 degrees 19 minutes 16 seconds W, with the southerly line of said Lot 3, Block 8/6495 and the northerly line of the said 3112 Corporation tract, a distance of 465.39 feet to a found 1/2 inch iron rod for a corner in the easterly line of Finnell Street (a 56 foot right of way), said point being the most southerly southwest corner of said Lot 3, Block 8/6495;

Thence, N 00 degrees 40 minutes 44 seconds E, with the easterly line of Finnell Street, a distance of 441.06 feet to a set 1/2 inch iron rod for a corner, said point at the beginning of a non-tangent curve to the left with a central angle of 189 degrees 54 minutes 28 seconds, a radius of 43.50 feet, a chord bearing of W 44 degrees 22 minutes 15 second W and a chord distance of 86.68 feet;

Thence, Northerly and Westerly, continuing with the easterly and northerly line of Finnell Street, and along said curve, an arc distance of 144.24 feet to a set 1/2 inch iron rod for a corner;

Thence, N 89 degrees 25 minutes 19 seconds W, continuing with the northerly line of Rentsel Street, passing at a distance of 416.10 feet with the common corner of said Lot 3, Block 8/6493 and said Lot 3, Block 6492, continuing in all a distance of 561.54 feet to the Point of Beginning.

SAVE AND EXCEPT that certain 2.000 acre tract of land conveyed to Paccar Leasing Corporation in Special Warranty Deed filed 02/24/1995, recorded in Volume 95039, Page 2016; and

SAVE AND EXCEPT that certain 2.441 acre tract of land conveyed to the City of Dallas in General Warranty Deed filed 03/22/2011, recorded in Volume 2001057, Page 5253, Real Property Records, Dallas County, Texas.



**EXHIBIT B**  
**NOTICE OF ACCELERATION DATED JUNE 11, 2018**

[see attached]

**NOTICE OF SALE BY SUBSTITUTE TRUSTEE – Exhibit B**

## NOTICE OF ACCELERATION

June 11, 2018

### **BY OVERNIGHT COURIER**

2015 Acquisitions 5 LLC  
c/o Bus LLC  
c/o Vila, Padron & Diaz, P.A.  
201 Alhambra Circle, Suite 702  
Coral Gables, Florida 33134  
Attention: Julian H. Casal, Esq

2015 Acquisitions 5 LLC  
c/o Net Lease Capital Advisors LLC  
Ten Tara Boulevard, Suite 130  
Nashua NH 03062  
Attention: Douglas F. Blough

Ladies and Gentlemen:

Reference is hereby made to:

- (i) the Loan Agreement dated as of June 5, 2015 (the “**Loan Agreement**”) by and between 2015 Acquisitions 5 LLC, a Delaware limited liability company (the “**Borrower**”), and CTL Lending Group LLC, a Delaware limited liability company (the “**Lender**”), which Loan Agreement governs a loan or loans made by the Lender to the Borrower (collectively, the “**Loan**”), which Loan is evidenced by Note #1 and by Note #2 (each, as defined below);
- (ii) Promissory Note #1 dated June 5, 2015 from the Borrower to the order of the Lender in the stated principal amount of \$18,000,000 (as endorsed by the Allonge (Note #1) described below, “**Note #1**”);
- (iii) Allonge (Note #1) dated June 5, 2015 from the Lender to the order of the Trustee (as defined below);
- (iv) Promissory Note #2 dated June 5, 2015 from the Borrower to the order of the Lender in the stated principal amount of \$10,000,000 (as endorsed by the Allonge (Note #2) described below, “**Note #2**” and, together with Note #1, the “**Notes**”);
- (v) Allonge (Note #2) dated June 5, 2015 from the Lender to the order of the Trustee;
- (vi) the Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of June 5, 2015 and recorded on June 8, 2015 as Instrument # 201500146984 in the Real Property Records of Dallas County, Texas (the “**Security Instrument**”) by the Borrower to Peter Graf, Esq., as trustee, for the benefit of the Lender;
- (vii) the Amended and Restated Trust Agreement dated as of June 17, 2016 (the “**Trust Agreement**”) among the Lender, Wells Fargo Trust Company, National

Association formerly known as Wells Fargo Bank Northwest, National Association, as trustee (the “**Trustee**”), and Wells Fargo Trust Company, National Association formerly known as Wells Fargo Bank Northwest, National Association, as escrow agent, pursuant to which the Lender assigned and transferred to the Trustee, for the benefit of the owners of the CTL 2015-16 Trust (Dallas County Schools) Pass-Through Certificates issued under the Trust Agreement (the “**Certificates**”), all of its right, title, and interest in and to the Loan Agreement, the Notes, the Security Instrument and all other Loan Documents;

- (viii) the Assignment of Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of June 5, 2015 and recorded on June 8, 2015 as Instrument # 201500146986 in the Real Property Records of Dallas County, Texas by the Lender to and in favor of the Trustee, pursuant to which the Lender assigned and transferred to the Trustee all of its right, title, and interest in and to the Security Instrument and certain other property; and
- (ix) the Notice of Event of Default, Demand for Payment, and Notice of Intent to Accelerate dated May 31, 2018 from the Trustee to you (the “**Notice and Demand**”).

Capitalized terms used herein without definition shall have the meanings given to such terms in the Loan Agreement.

The undersigned hereby notifies you that:

1. An Event of Default has occurred and is continuing under of Section 8.01(d) of the Loan Agreement (clause (x) – Principal Tenant has ceased to exist, is liquidated, or is dissolved) due to the fact that Principal Tenant was abolished effective November 15, 2017 pursuant to the provisions of Acts 2017, 85th Leg., R.S., Ch. 967 (S.B. 2065), Sec. 15, eff. September 1, 2017, of the Legislature of the State of Texas;
2. Due to the occurrence and continuance of the Event of Default described in clause 1, an “Event of Default” has occurred and is continuing under Section 3.01 of the Security Instrument (the Event of Default described in clause 1 and the “Event of Default” described in this clause 2, collectively, the “**Existing Events of Default**”); and
3. Pursuant to Section 8.03 of the Loan Agreement and Section 3.01 of the Security Instrument, due to (A) the occurrence and continuance of the Existing Events of Default and (B) your failure to cure the Existing Events of Default in accordance with the Notice and Demand, the undersigned does hereby declare the entire indebtedness arising under the Loan Agreement, evidenced by the Notes, and secured by the Security Instrument and all other Loan Documents, to be immediately due and payable.

The Trustee hereby reserves any and all rights and remedies available under the Loan Agreement, the Security Instrument, and the other Loan Documents and/or at law and in equity as a result of the occurrence and continuance of the Existing Events of Default and the foregoing acceleration of the indebtedness arising under the Loan Agreement, evidenced by the Notes, and secured by the Security Instrument.

Nothing contained herein shall be construed or interpreted in any manner whatsoever as, nor shall any delay or forbearance by the Trustee in the enforcement or pursuit of any of the Trustee's rights and remedies under the Loan Agreement, the Notes, the Security Instrument, or any of the other Loan Documents constitute, a waiver of the Existing Events of Default or any such rights or remedies, nor shall it be a bar to exercise of any such rights or remedies at a later date.

To the extent that the Trustee or any owner of any Certificate engages in discussions with the Borrower or any other party to the transactions contemplated by the Loan Documents that might contemplate a waiver of the Existing Events of Default or a forbearance by Trustee or the owners of the Certificates from exercising any of their respective rights and remedies, you are hereby advised that any such discussions, whether oral or in writing (including by electronic means), shall represent preliminary discussions only, shall not be binding on the Trustee or any owner of any Certificate and may be terminated by the Trustee or any owner of any Certificate at any time and for any reason, without liability of any kind. Further, unless and until definitive agreements in writing satisfactory to all parties have been executed by all parties, no reliance shall be placed on any such discussions, no commitment for a waiver or forbearance and/or any other accommodation exists, and our relationship shall continue to be governed by the Loan Agreement, the Notes, the Security Instrument, and the other Loan Documents, notwithstanding agreement on any one or more individual issues that constitute part of the overall accommodation that the Trustee and the owners of the Certificates may consider attempting to complete with the Borrower or any other party to the transactions contemplated by the Loan Documents.

The Trustee has not received notice of any pending bankruptcy proceedings of any person or entity obligated in any way under the Loan Documents. If any party in receipt hereof is a debtor in a bankruptcy proceeding subject to the provisions of the United States Bankruptcy Code (the "Code"), this letter is merely written notice that formal demand has been made on the obligors of the Loan Documents in compliance with the Loan Documents and state law and is not an act to collect, assess, or recover a claim against a debtor in a bankruptcy proceeding, nor is this letter intended to violate any provision of the Code. Any claims against a debtor in a bankruptcy proceeding will be properly asserted in compliance with the Code.

Very truly yours,

Wells Fargo Trust Company, National  
Association formerly known as Wells Fargo  
Bank Northwest, National Association,  
as trustee

cc: The notices parties listed on Attachment 1 hereto

**Attachment 1**  
**to**  
**Notice of Acceleration**

**Notice Parties**

Kelley Drye & Warren LLP  
101 Park Avenue  
New York, NY 10178  
Attention: John A. Garraty, Jr., Esq.

CTL Lending Group LLC  
500 Fifth Avenue  
48th Floor  
New York, NY 10110  
Attention: Thomas P. Zarrilli

Blank Rome LLP  
405 Lexington Avenue  
New York, NY 10174  
Attention: Michael J. Feinman, Esq.

Oscar J. Vila, Esq.  
Vila, Padron & Diaz, P.A.  
201 Alhambra Circle, Suite 702  
Coral Gables, Florida 33134  
ovila@vpdlaw.com

**EXHIBIT C**  
**NOTICE OF ACCELERATION DATED JULY 11, 2018**

[see attached]

**NOTICE OF SALE BY SUBSTITUTE TRUSTEE – Exhibit C**

## NOTICE OF ACCELERATION

July 11, 2018

### **BY OVERNIGHT COURIER**

2015 Acquisitions 5 LLC  
c/o Bus LLC  
c/o Vila, Padron & Diaz, P.A.  
201 Alhambra Circle, Suite 702  
Coral Gables, Florida 33134  
Attention: Julian H. Casal, Esq

2015 Acquisitions 5 LLC  
c/o Net Lease Capital Advisors LLC  
Ten Tara Boulevard, Suite 130  
Nashua NH 03062  
Attention: Douglas F. Blough

Ladies and Gentlemen:

Reference is hereby made to:

- (i) the Loan Agreement dated as of June 5, 2015 (the "**Loan Agreement**") by and between 2015 Acquisitions 5 LLC, a Delaware limited liability company (the "**Borrower**"), and CTL Lending Group LLC, a Delaware limited liability company (the "**Lender**"), which Loan Agreement governs a loan or loans made by the Lender to the Borrower (collectively, the "**Loan**"), which Loan is evidenced by Note #1 and by Note #2 (each, as defined below);
- (ii) Promissory Note #1 dated June 5, 2015 from the Borrower to the order of the Lender in the stated principal amount of \$18,000,000 (as endorsed by the Allonge (Note #1) described below, "**Note #1**");
- (iii) Allonge (Note #1) dated June 5, 2015 from the Lender to the order of the Trustee (as defined below);
- (iv) Promissory Note #2 dated June 5, 2015 from the Borrower to the order of the Lender in the stated principal amount of \$10,000,000 (as endorsed by the Allonge (Note #2) described below, "**Note #2**" and, together with Note #1, the "**Notes**");
- (v) Allonge (Note #2) dated June 5, 2015 from the Lender to the order of the Trustee;
- (vi) the Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of June 5, 2015 and recorded on June 8, 2015 as Instrument # 201500146984 in the Real Property Records of Dallas County, Texas (the "**Security Instrument**") by the Borrower to Peter Graf, Esq., as trustee, for the benefit of the Lender, in the place and stead of which trustee Eric Willis, Guy Swartz, Jeffrey T. Libby, Spencer Bryson, Ryan Starnes, and Jennan Alame have each been appointed as a substitute trustee;

- (vii) the Amended and Restated Trust Agreement dated as of June 17, 2016 (the “**Trust Agreement**”) among the Lender, Wells Fargo Trust Company, National Association formerly known as Wells Fargo Bank Northwest, National Association, as trustee (the “**Trustee**”), and Wells Fargo Trust Company, National Association formerly known as Wells Fargo Bank Northwest, National Association, as escrow agent, pursuant to which the Lender assigned and transferred to the Trustee, for the benefit of the owners of the CTL 2015-16 Trust (Dallas County Schools) Pass-Through Certificates issued under the Trust Agreement (the “**Certificates**”), all of its right, title, and interest in and to the Loan Agreement, the Notes, the Security Instrument and all other Loan Documents;
- (viii) the Assignment of Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of June 5, 2015 and recorded on June 8, 2015 as Instrument # 201500146986 in the Real Property Records of Dallas County, Texas by the Lender to and in favor of the Trustee, pursuant to which the Lender assigned and transferred to the Trustee all of its right, title, and interest in and to the Security Instrument and certain other property;
- (ix) the Notice of Event of Default, Demand for Payment, and Notice of Intent to Accelerate dated May 31, 2018 from the Trustee to you (the “**May Notice and Demand**”);
- (x) the Notice of Acceleration dated June 11, 2018 from the Trustee to you (the “**June Notice of Acceleration**”);
- (xi) Plaintiff’s Original Petition and Application for Injunctive Relief filed by you in the 134th Judicial District Court of Dallas County, Texas (the “**Court**”) (Cause No. DC-18-08505) (the “**Petition**”); and
- (xii) the Notice of Continuing Events of Default dated July 5, 2018 from the Trustee to you (the “**July Notice and Demand**”).

Capitalized terms used herein without definition shall have the meanings given to such terms in the Loan Agreement.

The undersigned hereby notifies you that:

1. As set forth in the May Notice and Demand, an Event of Default has occurred and is continuing under of Section 8.01(d) of the Loan Agreement (clause (x) – Principal Tenant has ceased to exist, is liquidated, or is dissolved) due to the fact that Principal Tenant was abolished effective November 15, 2017 pursuant to the provisions of Acts 2017, 85th Leg., R.S., Ch. 967 (S.B. 2065), Sec. 15, eff. September 1, 2017, of the Legislature of the State of Texas.



2. Also as set forth in the May Notice and Demand, due to the occurrence and continuance of the Event of Default described in clause 1, an “Event of Default” has occurred and is continuing under Section 3.01 of the Security Instrument.
3. As set forth in the June Notice of Acceleration, pursuant to Section 8.03 of the Loan Agreement and Section 3.01 of the Security Instrument, due to (A) the occurrence and continuance of the Events of Default and (B) your failure to cure the Events of Default in accordance with the May Notice and Demand, pursuant to the June Notice of Acceleration the undersigned declared the entire indebtedness arising under the Loan Agreement, evidenced by the Notes, and secured by the Security Instrument and all other Loan Documents, to be immediately due and payable.
4. In addition to the Events of Default described above, in your Petition and at the hearing held on Friday, June 29, 2018 before the Court regarding your Petition, you and counsel represented to the Court, and you provided sworn statements to the Court, that you are “current on all of [your] obligations” to the Trustee and that you have “performed all conditions and obligations to be performed under the Loan Agreement and the Notes”<sup>1</sup>. However, we call your attention to the fact that you have failed to make any scheduled payments of principal and interest due and payable under the Loan Agreement and the Notes since the payments due and payable on May 15, 2018 (pursuant to Section 8.02(a) of the Loan Agreement there being no grace period applicable to such payments).
5. Your Petition and the argument of your counsel presented to the Court on Friday, June 29, 2018 allege that no Event of Default exists and, therefore, the Notes were not properly accelerated pursuant to the May Notice and Demand and the June Notice of Acceleration. Assuming, simply for the sake of argument and without admitting any of your allegations to be true, that the Notes were not properly accelerated, the July Notice and Demand (1) advised you that your failure to make the scheduled payments of principal and interest on June 15, 2018, constituted Events of Default pursuant to Sections 8.01(a) and 8.01(b) of the Loan Agreement; (2) made demand upon you to immediately pay the scheduled payments of principal and interest due on June 15, 2018 (and by no later than July 9, 2018); and (3) notified you that your failure to immediately pay such scheduled payments of principal and interest (by no later than July 9, 2018) would entitle Trustee to accelerate the Notes and declare the entire outstanding principal balance of the Notes and all interest thereon immediately due and payable as a result of such additional Events of Default.

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<sup>1</sup> See Section VIII, Paragraph 41 of the Petition and Paragraph 8 of Affidavit of Ezequiel Nacach Ambe filed therewith.

6. Pursuant to Section 8.03 of the Loan Agreement and Section 3.01 of the Security Instrument, due to (A) the occurrence and continuance of the Events of Default and (B) your failure to cure the Events of Default in accordance with the May Notice and Demand and the July Notice and Demand, the undersigned does hereby declare the entire indebtedness arising under the Loan Agreement, evidenced by the Notes, and secured by the Security Instrument and all other Loan Documents, to be immediately due and payable.

The Trustee hereby reserves any and all rights and remedies available under the Loan Agreement, the Security Instrument, and the other Loan Documents and/or at law and in equity as a result of the occurrence and continuance of the Events of Default and the foregoing acceleration of the indebtedness arising under the Loan Agreement, evidenced by the Notes, and secured by the Security Instrument.

Nothing contained herein shall be construed or interpreted in any manner whatsoever as, nor shall any delay or forbearance by the Trustee in the enforcement or pursuit of any of the Trustee's rights and remedies under the Loan Agreement, the Notes, the Security Instrument, or any of the other Loan Documents constitute, a waiver of the Events of Default or any such rights or remedies, nor shall it be a bar to exercise of any such rights or remedies at a later date.

To the extent that the Trustee or any owner of any Certificate engages in discussions with the Borrower or any other party to the transactions contemplated by the Loan Documents that might contemplate a waiver of the Events of Default or a forbearance by Trustee or the owners of the Certificates from exercising any of their respective rights and remedies, you are hereby advised that any such discussions, whether oral or in writing (including by electronic means), shall represent preliminary discussions only, shall not be binding on the Trustee or any owner of any Certificate and may be terminated by the Trustee or any owner of any Certificate at any time and for any reason, without liability of any kind. Further, unless and until definitive agreements in writing satisfactory to all parties have been executed by all parties, no reliance shall be placed on any such discussions, no commitment for a waiver or forbearance and/or any other accommodation exists, and our relationship shall continue to be governed by the Loan Agreement, the Notes, the Security Instrument, and the other Loan Documents, notwithstanding agreement on any one or more individual issues that constitute part of the overall accommodation that the Trustee and the owners of the Certificates may consider attempting to complete with the Borrower or any other party to the transactions contemplated by the Loan Documents.

The Trustee has not received notice of any pending bankruptcy proceedings of any person or entity obligated in any way under the Loan Documents. If any party in receipt hereof is a debtor in a bankruptcy proceeding subject to the provisions of the United States Bankruptcy Code (the “Code”), this letter is merely written notice that formal demand has been made on the obligors of the Loan Documents in compliance with the Loan Documents and state law and is not an act to collect, assess, or recover a claim against a debtor in a bankruptcy proceeding, nor is this letter intended to violate any provision of the Code. Any claims against a debtor in a bankruptcy proceeding will be properly asserted in compliance with the Code.

Very truly yours,

Wells Fargo Trust Company, National  
Association formerly known as Wells Fargo  
Bank Northwest, National Association,  
as trustee

cc: The notices parties listed on Attachment 1 hereto

**Attachment 1**  
**to**  
**Notice of Acceleration**

**Notice Parties**

Kelley Drye & Warren LLP  
101 Park Avenue  
New York, NY 10178  
Attention: John A. Garraty, Jr., Esq.

CTL Lending Group LLC  
500 Fifth Avenue  
48th Floor  
New York, NY 10110  
Attention: Thomas P. Zarrilli

Blank Rome LLP  
405 Lexington Avenue  
New York, NY 10174  
Attention: Michael J. Feinman, Esq.

Oscar J. Vila, Esq.  
Vila, Padron & Diaz, P.A.  
201 Alhambra Circle, Suite 702  
Coral Gables, Florida 33134  
ovila@vpdlaw.com

**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 OR 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.**

**1. Property to Be Sold.** The property to be sold is described as follows: LOT NINETEEN (19) IN BLOCK F, OF REPLAT OF CHAMBERLAIN PLACE NO. ONE (1), PHASE TWO (2), A SUBDIVISION IN DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 88126, PAGE 5221 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

**2. Instrument to be Foreclosed.** The instrument to be foreclosed is the Deed of Trust dated 05/20/2005 and recorded in Book 2005108 Page 08886 Document 3377556 real property records of Dallas County, Texas.

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

Date: 08/07/2018

Time: 01:00 PM

Place: Dallas County Courthouse, Texas at the following location: NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONERS OFFICE or as designated by the County Commissioners Court.


**4. Terms of Sale.** The sale will be conducted as a public auction to the highest bidder for cash. Pursuant to the deed of trust, the mortgagee has the right to direct the 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.


**5. Obligations Secured.** The Deed of Trust executed by KIM HOWARD AND KEITHAIN HOWARD, provides that it secures the payment of the indebtedness in the original principal amount of \$92,000.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. U.S. BANK N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF ASSET BACKED CERTIFICATES, SERIES 2005-HE4 is the current mortgagee of the note and deed of trust and OCWEN LOAN SERVICING, LLC is mortgage servicer. A servicing agreement between the mortgagee, whose address is U.S. BANK N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF ASSET BACKED CERTIFICATES, SERIES 2005-HE4 c/o OCWEN LOAN SERVICING, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409 and the mortgage servicer and Texas Property Code § 51.0025 authorizes the mortgage servicer to collect the debt.

**6. Order to Foreclose.** U.S. BANK N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF ASSET BACKED CERTIFICATES, SERIES 2005-HE4 obtained a Order from the 14th District Court of Dallas County on 09/26/2016 under Cause No. DC-16-06159. The mortgagee has requested a Substitute Trustee conduct this sale pursuant to the Court's Order.

**7. Substitute Trustee(s) Appointed to Conduct Sale.** In accordance with Texas Property Code Sec. 51.0076, the undersigned attorney for the mortgage servicer has named and appointed, and by these presents does name and appoint CARL NIENDORFF, L. KELLER MACKIE, MICHAEL W. ZIENTZ, MICHAEL D. VESTAL, WES WEBB, TRACEY MIDKIFF, KRISTEN WALL, Donna Stockman or David Stockman, Substitute Trustee to act under and by virtue of said Deed of Trust.

**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.**

  
Mackie Wolf Zientz & Mann, P.C.  
Brandon Wolf, Attorney at Law  
L. Keller Mackie, Attorney at Law  
Lori Liane Long, Attorney at Law  
Tracey Midkiff, Attorney at Law  
Marissa Sibal, Attorney at Law  
Parkway Office Center, Suite 900  
14160 North Dallas Parkway  
Dallas, TX 75254

  
BY CARL NIENDORFF, L. KELLER MACKIE, MICHAEL W. ZIENTZ, MICHAEL D. VESTAL, WES WEBB, TRACEY MIDKIFF, KRISTEN WALL, Donna Stockman or David Stockman  
c/o AVT Title Services, LLC  
1101 Ridge Rd. Suite 222  
Rockwall, TX 75087

BY JOHN F. WARREN COUNTY CLERK DALLAS COUNTY DEPUTY

2018 JUL 17 PM 4:19

FILED

Certificate of Posting

I am \_\_\_\_\_ whose address is c/o AVT Title Services, LLC, 1101 Ridge Rd., Suite 222, Rockwall, TX 75087. I declare under penalty of perjury that on \_\_\_\_\_ I filed this Notice of Foreclosure Sale at the office of the Dallas