

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **January 6, 2026**

RENX ENTERPRISES CORP.
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-41581
(Commission File Number)

87-1375590
(I.R.S. Employer
Identification Number)

100 Biscayne Blvd., #1201
Miami, FL 33132
(Address of Principal Executive Offices, Zip Code)

Registrant's telephone number, including area code: (786) 808-5776

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock, par value \$0.001	RENX	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry Into a Material Definitive Agreement.

On January 6, 2026, RenX Enterprises Corp. (the “Company”) and its wholly owned subsidiary Norman Berry II Owners, LLC (“Norman Berry”), entered into a Restructuring and Collateral Agreement (the “Restructuring Agreement”) with an institutional investor (the “Lender”) relating to the outstanding promissory note in the principal amount of approximately \$7.0 million (the “Outstanding Note”) issued by the Company’s subsidiary, LV Peninsula Holding, LLC (“LV Peninsula”) and secured by the Company’s Lake Travis project site in Lago Vista, Texas, pursuant to which, among other things:

- LV Peninsula entered into a Loan Modification Agreement, dated January 6, 2026 (the “Loan Modification Agreement”), with the Lender securing \$2.0 million of the remaining balance of the Outstanding Note with its property in Durant, Oklahoma (the “Durant Property”),
- LV Peninsula issued a conditional promissory note, dated January 6, 2026 (the “New Note”), in the principal amount of \$5,000,000 to the Lender,
- LV Peninsula delivered a Deed in Lieu of Foreclosure, dated January 6, 2026 (the “Deed”) and a Deed of Trust and Security Agreement, dated January 6, 2026 (the “Security Agreement”), for the benefit of the Lender relating to the Lago Vista Property,
- the Company entered into a Pledge Agreement, dated January 6, 2026 (the “Pledge Agreement”), with the Lender pledging its 50% membership interest in Norman Berry to Lender as collateral,
- the Company entered into a Collateral Transfer of Note and Lien, dated January 6, 2026 (the “Collateral Transfer Agreement”), granting the Lender a security interest in a \$209,333 promissory note executed by Norman Berry payable to the Company, and the Company transferred to the Lender title to the Lago Vista property in exchange for the Lender’s agreement to conditionally extinguish \$5.0 million of the Outstanding Note subject to the provisions of the Restructuring Agreement.

The Restructuring Agreement provides that upon the sale of the Lago Vista Property by the Lender, the Company will receive 70% of any net sale proceeds in excess of \$5.0 million plus any additional new funds provided for finalization of the project, including accrued interest and/or penalties.

The New Note provides will automatically go into effect on or before the date which is 24 months after its execution if: (i) the development, construction, flood-plain remediation, and all material improvements to the Lago Vista property have not been substantially completed in accordance with the agreed project plan or (ii) the entire outstanding indebtedness owed to the Lender is not paid, inclusive of the Outstanding Note and all amounts owed in respect of the Company’s Norman Berry property in Georgia or the Durant property, in which case the Lender may enforce the New Note in addition to retaining ownership of the Lago Vista Property. Upon effectiveness, the New Note will bear interest at the rate of 13.50% per annum, provide for interest only payments for 12 months and will mature on December 1, 2028.

The foregoing description of the Restructuring Agreement, Loan Modification Agreement, New Note, Deed, Security Agreement, Pledge Agreement and Collateral Transfer Agreement are qualified in their entirety by reference to the full text of such agreements, copies of which are attached hereto as Exhibit 10.1, 10.2, 10.3, 10.4, 10.5, 10.6 and 10.7, respectively, and each of which is incorporated herein in its entirety by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01 above of this Current Report on Form 8-K is incorporated by reference in this Item 2.03.

Item 9.01 Financial Statements and Exhibits.**(d) Exhibits**

The following exhibits are filed with this Current Report on Form 8-K:

Exhibit Number	Exhibit Description
10.1	Restructuring and Collateral Agreement, effective January 6, 2026, between LV Peninsula Holding LLC and Austerra Stable Growth Fund, LP
10.2	Loan Modification Agreement, dated January 6, 2026, between LV Peninsula Holding LLC and Austerra Stable Growth Fund, LP
10.3	Promissory Note, issued by LV Peninsula Holding LLC, dated January 6, 2026
10.4	Deed in Lieu of Foreclosure, dated January 6, 2026
10.5	Deed of Trust and Security Agreement, dated January 6, 2026
10.6	Pledge Agreement, effective January 6, 2026, between LV Peninsula Holding LLC and Austerra Stable Growth Fund, LP
10.7	Collateral Transfer of Note and Lien, dated January 6, 2026
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: January 12, 2026

Safe and Green Development Corporation

By: /s/ Nicolai Brune

Name: Nicolai Brune

Title: Chief Financial Officer

COMPREHENSIVE RESTRUCTURING AND COLLATERAL AGREEMENT

(Master Agreement Covering the Texas Property, Oklahoma Property, and Georgia Property) THIS RESTRUCTURING AND COLLATERAL AGREEMENT (“Agreement”) is entered into by and between Austerra Stable Growth Fund, L.P., a Texas limited partnership (“Lender”), and Safe and Green Development Corporation, a Delaware corporation (“Borrower”), and Norman Berry II Owner, LLC, A Georgia Limited Liability Company (“Borrower”) effective as of January 6, 2026 (“Effective Date”).

The parties agree as follows:

ARTICLE I**DEFINITIONS AND INCORPORATED DOCUMENTS****1.1 Defined Terms.**

Unless otherwise stated, all capitalized terms have the meanings assigned herein or within the loan documents incorporated into this Agreement.

1.2 Exhibits Controlling for Legal Descriptions.

The real property involved in this restructuring is legally described on the following Exhibits, incorporated here by reference:

- Exhibit A – Texas Property Legal Description
- Exhibit B – Oklahoma Property Legal Description
- Exhibit C – Georgia Property Legal Description

References in this Agreement to “Texas Property,” “Oklahoma Property,” and “Georgia Property” refer to the properties described on these Exhibits.

1.3 Loan Documents Incorporated.

This Agreement incorporates by reference:

- The existing Texas Notes and Deeds of Trust;
- The existing Oklahoma Note and Mortgage;
- All recorded Modifications;
- All Guaranties executed by Paul and Nicolai;
- All UCC filings, collateral assignments, and security agreements.

ARTICLE II

PURPOSE AND GLOBAL STRUCTURE OF TRANSACTION

This Agreement is executed to:

1. Restructure Borrower's total indebtedness to Lender;
2. Resolve any existing monetary and non-monetary defaults;
3. Improve Lender's collateral position by adding additional secured assets;
4. Provide Borrower a defined path to resolution while protecting the Lender.

Borrower acknowledges that total indebtedness exceeds \$6,000,000 principal and \$750,000+ accrued interest, all of which remains outstanding and undisputed.

ARTICLE III

TEXAS PROPERTY — DEED IN LIEU + PERFORMANCE NOTE + SPRINGING OBLIGATION

3.1 Immediate Deed in Lieu of Foreclosure (DILF).

Borrower shall execute and deliver to Lender a Deed in Lieu of Foreclosure conveying full title to the Texas Property.

The DILF shall:

- Be executed simultaneously with this Agreement;
- Be immediately recorded by Lender;
- Extinguish the \$5,000,000 portion of the original secured debt *conditionally as provided herein*.

Borrower acknowledges:

- The DILF is not supported by tender or satisfaction;
- The DILF constitutes an agreed remedy;
- The consideration for the DILF is Borrower's ability to restructure remaining obligations.

3.2 Texas Performance Note (Executed Now, Effective After 24 Months if Triggered).

Borrower shall execute a Texas Performance Note and Deed of Trust, which will:

- Not take effect unless the performance conditions below are breached;
- Secure Borrower's obligations relating to performance, cooperation, and completion of all required work.

3.2.1 Springing Obligation.

The Texas Performance Note becomes effective automatically if, within 24 months of the Effective Date:

1. Borrower fails to fully cooperate regarding entitlement, flood-related elevation adjustments, development-related requirements, or administrative actions;
2. Borrower fails to complete the required obligations or fails to achieve a satisfactory resolution;
3. The entire indebtedness owed to Lender (initial \$5M component AND all other notes) has not been paid in full.

Upon springing into effect:

- The Texas Performance Note becomes immediately due and payable at Lender's election;
- Lender retains the Texas Property already conveyed under the DILF;
- Lender may enforce the Performance Note's remedies *in addition to* retaining ownership of the Texas Property.

3.3 Profit-Sharing upon Sale of Texas Property.

Upon sale of the Texas Property by Lender (or a subsequent owner):

1. All amounts owed to Lender relating to the original \$5,000,000 portion must be paid in full first plus any additional new funds provided for finalization of the project, including accrued interest and/or penalties.
2. After satisfaction of these amounts:
 - o Lender shall receive 30% of remaining net sale proceeds;
 - o Borrower shall receive 70% of remaining net sale proceeds.

This structure incentivizes Borrower performance while protecting Lender's capital recovery.

ARTICLE IV

OKLAHOMA PROPERTY — MODIFICATION OF EXISTING NOTE

4.1 Modification.

The original Oklahoma Note shall remain in full force and effect, but will be modified as follows:

1. Updated payoff amounts;
2. Updated interest rate and accrual methodology;
3. Additional covenants requiring cooperation with Lender, including but not limited to:
 - o Clearing the lis pendens;
 - o Marketing and sale in accordance with a Lender-approved plan;
 - o Application of all net sale proceeds to Borrower's outstanding indebtedness.

4.2 Oklahoma Mortgage Remains Senior and Enforceable.

The recorded Oklahoma Mortgage remains valid and enforceable. Borrower agrees to execute all amendments necessary to confirm lien position.

ARTICLE V

GEORGIA PROPERTY — NEW SECURED NOTE & DEED OF TRUST

Borrower shall execute a new Georgia Secured Note and Georgia Security Deed securing the remaining indebtedness after accounting for:

- DILF treatment of the \$5M,
- Oklahoma loan modification, and
- Any additional restructuring balances.

The Georgia Note shall include:

- A principal amount determined by the global restructuring schedule;
- Lender-approved interest rate;
- Quarterly interest-only payments;
- Full cross-default with all other obligations in this Agreement.

Georgia collateral is required for additional lender protection and to ensure Borrower has continuing financial incentive to resolve all obligations.

ARTICLE VI

CROSS-COLLATERALIZATION, CROSS-DEFAULT, AND GLOBAL REMEDIES

6.1 Cross-Collateralization.

All obligations of Borrower to Lender are cross-collateralized across:

- Texas Performance Note (if springing triggered);
- Oklahoma Note (as modified);
- Georgia Secured Note;
- All guaranties;
- All security agreements and UCC collateral.

6.2 Cross-Default.

A default under any Note, Security Instrument, or performance obligation is a default under ALL agreements between Borrower and Lender.

ARTICLE VII

GUARANTIES REMAIN FULLY ENFORCEABLE

Borrower acknowledges:

1. Paul's guaranties expressly waive release upon modification, renewal, extension, substitution, addition of collateral, or impairment of collateral. They remain fully enforceable.
2. Nicolai's limited guaranty remains enforceable as to carve-outs.

Borrower expressly reaffirms all guaranties which are incorporated herein as a condition of restructuring.

ARTICLE VIII

REPRESENTATIONS, ADDITIONAL DOCUMENTS, AND CONDITIONS PRECEDENT

Borrower must provide:

1. Updated financials;
2. Complete schedule of all debts;
3. All corporate authority documents;
4. All lien searches;
5. All documents necessary to effectuate the restructuring (Georgia DOT, Oklahoma Modification, Texas Performance Note, etc.).

ARTICLE IX MISCELLANEOUS

This Agreement:

- Is binding and enforceable;
- May be recorded in part or whole at Lender's discretion;
- Supersedes all prior term sheets, proposals, discussions, or restructuring concepts.

BORROWER:

SAFE AND GREEN DEVELOPMENT CORPORATION, A DELAWARE CORPORATION

/s/ Nicolai Brune

By: Nicolai Brune

Title: Chief Financial Officer

BORROWER:

NORMAN BERRY II OWNERS, LLC, A GEORGIA LIMITED LIABILITY COMPANY

By: CMC DEVELOPMENT GROUP, LLC,

A GEORGIA LIMITED LIABILITY COMPANY, ITS MANAGER

/s/ Shaun M. Belle

By: Shaun M. Belle

TITLE: Manager

BORROWER:

NORMAN BERRY II OWNERS, LLC, A GEORGIA LIMITED LIABILITY COMPANY
By: SGB DEVELOPMENT CORP., A DELAWARE CORP.,
ITS MANAGER

/s/ Paul Galvin

BY: Paul Galvin

TITLE: Chief Executive Officer

SIGNING INDIVIDUALLY:

/s/ Paul Galvin

PAUL GALVIN

/s/ Nicolai Brune

NICOLAI BRUNE

LENDER:

AUSTERRA STABLE GROWTH FUND, L.P., a Texas limited partnership

By: Austerra Wealth Management, LLC, a Texas limited liability company
Its General Partner

/s/ Mark C. Holland

By: Mark C. Holland

TITLE: Managing Member

STATE OF OKLAHOMA

COUNTY OF BRYAN

LOAN MODIFICATION AGREEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

This Loan Modification Agreement ("Agreement"), made this 6th day of January 2026, between **LV PENINSULA HOLDING, LLC, A TEXAS LIMITED LIABILITY COMPANY** ("Borrower") and **AUSTERRA STABLE GROWTH FUND, LP** ("Lender"), amends and supplements the Real Estate Mortgage (the "Security Instrument"), dated March 30, 2023 and recorded on April 11, 2023 in Document Number I-2023-753693, Book 1627, Pg: 759 of the Official Public Records of Bryan County, Oklahoma and the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real property described in the Security Instrument and defined therein as the "Property", located at:

TRACT 1: ALL THAT PART OF LOTS 1 AND 2 LYING NORTH AND EAST OF THE RAILROAD RIGHT-OF-WAY IN SECTION 4, TOWNSHIP 7 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

TRACT 2: THE S/2 SE/4 SE/4 AND ALL OF THAT PART OF THE SW/4 SE/4 LYING NORTH AND EAST OF THE A&C RAILROAD RIGHT-OF-WAY IN SECTION 33, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, LESS AND EXCEPT A ROADWAY AND UTILITY EASEMENT RESERVED OVER THE NORTH 80 FEET OF THE WEST 60 FEET OF THE SW/4 OF THE SE/4 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 9 EAST.

TRACT 3: THE N/2 SE/4 SE/4 OF SECTION 33, TOWNSHIP 6 SOUTH, RANGE 9 EAST OF THE INDIAN BASE AND MERIDIAN, BRYAN COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower's new maturity date is **December 1, 2028** ("New Maturity Date").
2. Borrower's new interest rate is **13.50%** ("New Interest Rate").
3. The lien limitation in Section 2A of the above referenced Mortgage is hereby increased to **Two Million Dollars and no/100 (\$2,000,000.00)** ("New Lien Limitation").
4. Borrower agrees to diligently pursue the full satisfaction of release of any lis pendens and/or clouds of title affecting the property.
5. Effective immediately, all monthly payments will be based on interest only.
6. All other terms contained in the Real Estate Lien Note remain the same.

7. If all or any part of the Property or any interest in the Property is sold or transferred or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

8. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower are obligated to make under the Security Instrument.

9. Borrower understand and agree that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agree to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

BORROWER:

LV PENINSULA HOLDING, LLC, A TEXAS LIMITED LIABILITY COMPANY

/s/ Nicolai Brune _____

BY: NICOLAI BRUNE

TITLE: CHIEF FINANCIAL OFFICER AND AUTHORIZED AGENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ by **NICOLAI BRUNE, CHIEF FINANCIAL OFFICER AND AUTHORIZED AGENT** of **LV PENINSULA HOLDING, LLC, A TEXAS LIMITED LIABILITY COMPANY**.

(Signature of officer)

(Title of officer)

My Commission Expires:_____

AUSTERRA STABLE GROWTH FUND, LP
BY: AUSTERRA WEALTH MANAGEMENT, LLC, ITS GENERAL PARTNER

By: /s/ Mark C. Holland
Name: Mark C. Holland
Title: Managing Member

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of January, 2026 by Mark C. Holland (Name), Managing Member (Title) of AUSTERRA WEALTH MANAGEMENT, LLC, GENERAL PARTNER of **AUSTERRA STABLE GROWTH FUND, LP**, on behalf of said entity.

Notary Public – State of Texas

DOCUMENT PREPARED BY:
CLAYTON, RAMIREZ & NULL, P.L.L.C.
4807 SPICEWOOD SPRINGS ROAD
BUILDING 3, SUITE 250
AUSTIN, TX 78759

PROMISSORY NOTE
(Fixed Rate)

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

December 31, 2025
[Date]

Dallas,
[City]

Texas
[State]

1900 & 1901 American Drive, Lago Vista, Texas 78645
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay up to U.S. **FIVE MILLION DOLLARS AND NO/100 (\$5,000,000.00)** (this amount is called "Principal") pursuant to modification, plus interest, to the order of Lender. Lender is **AUSTERRA STABLE GROWTH FUND, LP.**

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **13.50%**.

The interest rate required by this Section 2 is the rate I will pay before any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment every month. This payment will be for interest only for **Twelve (12)** months.

I will make my monthly payments on the **1st** day of each month beginning on **January 1, 2028**. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **December 1, 2028**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **5910 North Central Expressway, Suite 1875, Dallas, Texas 75206** or at a different place if required by the Lender.

BALLOON PAYMENT: I must prepay on all amounts accrued and unpaid, including principal, interest, and fees with respect to all current and past owing of this note no later than **Twelve (12) months** after this Note is executed otherwise known as **December 1, 2028**.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under the Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. Springing Obligation; Conditional Effectiveness

Notwithstanding anything herein to the contrary, Borrower acknowledges and agrees that this Note includes a conditional springing obligation (the "Springing Obligation"), which shall become effective automatically upon the occurrence of the Springing Event described below, without further notice, demand, or action by Lender.

Springing Event. The Springing Obligation shall spring into full force and effect if, on or before the date that is twenty-four (24) months after the execution of this Note (the "Performance Period Expiration Date"), if either of the following has occurred:

(a) the development, construction, flood-plain remediation, and all material improvements to the Texas Property have not been substantially completed in accordance with the agreed project plan; or

(b) all indebtedness secured by the Texas Property, Oklahoma Property and Georgia Property, including the original Five Million Dollars (\$5,000,000) obligation and all accrued interest, fees, and costs, has not been paid in full.

Effect of Springing Obligation. Upon the occurrence of a Springing Event:

(i) this Note shall automatically convert into a fully enforceable payment obligation in the principal amount specified herein, together with interest accruing at the Springing Rate set forth below, without the need for amendment, restatement, or further agreement;

(ii) all rights and remedies of Lender under this Note and the related Deed of Trust shall be immediately available, including acceleration and foreclosure; and

(iii) the indebtedness evidenced by this Note shall be deemed due and owing in accordance with its terms as of the date of the Springing Event.

Springing Rate. Upon effectiveness of the Springing Obligation, interest shall accrue on the outstanding principal balance at the rate of 13.5% per annum, calculated from the date of signing, until paid in full.

Borrower expressly waives any argument that the Springing Obligation constitutes a penalty, forfeiture, or unenforceable contingent liability, acknowledging that this structure reflects negotiated risk allocation in a commercial transaction between sophisticated parties.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **TEN** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.0%** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

ALL SUMS payable or to be payable under this note must be paid in lawful money of the United States of America that, at the time of payment, is legal tender for the payment of public and private debts. All sums paid on this note will be applied first to accrued and unpaid interest and the balance, if any, to unpaid principal. Whenever any payment to be made under this note is stated to be due on a Saturday, Sunday or legal holiday for commercial banks under applicable law, then such payment is due and may be made on the next succeeding business day, and such extension of time will be included in the computation of payment of interest under this note. Any check, draft, negotiable order of withdrawal, money order or other instrument given in payment of all or any portion of this note may be accepted by Note Holder and handled in collection in the customary manner, but will not constitute payment under this note or diminish any rights of Note Holder except to the extent that actual cash proceeds of any instrument are unconditionally received by Note Holder.

ALL PAST due principal and interest will bear interest from the date due until paid at the Maximum Rate. The "Maximum Rate" means the maximum nonusurious rate of interest per annum permitted by whichever of applicable Laws of the United States of America or Texas permit the higher interest rate, including to the extent permitted by applicable laws, any future amendments of such laws or any new laws coming into effect in the future to the extent a higher rate of interest is permitted by any such amendment or new law; provided, however, that if applicable laws do not provide for a maximum nonusurious rate of interest, then the Maximum Rate means eighteen percent (18.0%) per annum. The Maximum Rate will be applied by taking into account all amounts characterized by applicable law as interest on the debt evidenced by this note, so that the aggregate of all interest does not exceed the maximum nonusurious amount permitted by applicable law. In addition, Note Holder may charge and collect a late fee of five percent (5%) of any scheduled installment that is more than ten (10) days past due.

IF ANY check used to make a payment to Note Holder is dishonored for any reason, I shall pay to Note Holder, in addition to any other amounts to which Note Holder may be entitled hereunder, a reasonable processing fee of \$30.00 (or the maximum amount provided from time to time in Section 3.506.(b) of the Texas Business and Commerce Code as it may be amended). This processing fee should be paid once with respect to each dishonor of a check. It is further agreed that the imposition of any such processing fee shall in no way prejudice or limit Note Holder's rights or remedies against me under this note or any of the other Loan Documents.

IF ANY payment of interest of this note is not paid when due; or if default occurs under any document, instrument or agreement executed in connection with or as security for this note (the "**Loan Documents**," including without limitation the agreements described in the last paragraph of this note); or if I, drawer, acceptor, endorser, guarantor, surety, accommodation party or other person now or hereafter primarily or secondarily liable upon or for payment of all or any part of this note (each hereinafter called an "**other liable party**") dies or becomes insolvent (however such insolvency may be evidenced); or if any proceeding, procedure or remedy supplementary to or in enforcement of judgment is resorted to or commenced against myself or any other liable party, or with respect to any property of any of them; or if any governmental authority or any court at the instance thereof takes possession of any substantial part of the property of or assumes control over the affairs or operations of, or a receiver is appointed for or takes possession of the property of, or a writ or order of attachment or garnishment is issued or made against any of the property or any other liable party; or if any indebtedness for which I or any other liable party is primarily or secondarily liable is not paid when due or becomes due and payable by acceleration of maturity thereof, or if any event or condition occurs which permits the holder of any such indebtedness to declare it due and payable upon the lapse of time, giving of notice or otherwise; or if I or any other liable party (if other than a natural person) is dissolved, wound up, liquidated or otherwise terminated, or a party to any merger or consolidation without the written consent of Note Holder; or if I or any other liable party sells substantially all or an integral portion of its assets without the written consent of Note Holder; or if I or any other liable party fails to furnish financial or other information requested by Note Holder; or if I or any other liable party furnishes or has furnished any financial or other information or statements that are misleading in any material respect; or if Note Holder in good faith either believes the prospect of repayment of this note is impaired or deems itself insecure; thereupon, at the option of Note Holder, this note and any and all other indebtedness to Note Holder will become and be due and payable forthwith without demand, notice of default, notice of intent to accelerate the maturity of this note, notice of acceleration of the maturity of this note, notice of nonpayment, presentment, protest or notice of dishonor, all of which are expressly waived by myself and each other liable party. Note Holder's failure to exercise this option upon any default does not waive the right to exercise it in the event of any subsequent default.

NEITHER the failure to exercise, nor delay in exercising, Note Holder's right to accelerate the maturity of this note or any other right, power or remedy upon any default may be construed as a waiver of such default or as a waiver of the right to exercise any such right, power or remedy at any time. No single or partial exercise by Note Holder of any right, power or remedy exhausts the same or precludes any other or further exercise thereof, and every such right, power or remedy may be exercised at any time and from time to time. All remedies provided for in this note and in any other Loan Document are cumulative of each other and of any and all other remedies existing at law or in equity, and Note Holder is, in addition to the remedies provided in this note or in any other Loan Document, entitled to avail itself of all such other remedies as may now or hereafter exist at law or in equity for the collection of the indebtedness owing under this note. The resort to any remedy provided for under this note, under any other Loan Document, or provided for by law or in equity will not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies. Without limiting the generality of the foregoing provisions, Note Holder's acceptance from time to time of any payment under this note that is past due or that is less than the payment in full of all amounts due and payable at the time of such payment, will not (i) constitute a waiver of or impair or extinguish the rights of Note Holder to accelerate the maturity of this note or to exercise any other right, power or remedy at that time or at any subsequent time, or nullify any prior exercise of any such right, power or remedy, or (ii) constitute a waiver of the requirement of punctual payment and performance, or a novation in any respect.

IF MORE than one person or entity executes this note, all of said parties are jointly and severally liable for payment of the indebtedness evidenced by this note. Myself and each other liable party (i) waives demand, presentment for payment, notice of dishonor, notice of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of intent to foreclose, notice of acceleration and all other notices (except only for any notices that are specifically required by this note or any other Loan Document), filing of suit and diligence in collection of this note or enforcing any of the security for this note; (ii) agrees to any substitution, subordination, exchange, release or impairment of any security or the release of any party primarily or secondarily liable on this note; (iii) agrees that Note Holder is not required first to institute suit or exhaust its remedies against me, any other liable party, or others liable or to become liable on this note or to enforce its rights against them or any security for this note; (iv) consents to any extension or postponement of time of payment of this note for any period or periods of time and to any partial payments, before or after maturity, and to any other indulgences with respect to this note, without notice thereof to any of them; and (v) submits (and waives all rights to object) to personal jurisdiction in the State of Texas, and venue in **Travis** County, Texas, for the enforcement of any and all obligations under the Loan Documents. I agree to provide, or cause to be provided, forthwith to Note Holder, all information requested by Note Holder concerning or relating to any security for this note and the financial status. I understand and agree that Note Holder's document retention policy may involve the imaging of the Loan Documents and the destruction of the paper originals. I waive any right that I may have to claim that the imaged copies of the Loan Documents are not originals.

IF NOTE HOLDER retains an attorney in connection with any default or at maturity or to collect, enforce or defend this note or any other Loan Document in any lawsuit or in any probate, reorganization, bankruptcy or other proceeding, including a garnishment that affects me, any other liable party or any collateral described in or secured by the Loan Documents, or if I sues Note Holder in connection with this note or any other Loan Document and does not prevail, then I agree to pay to Note Holder, in addition to principal and interest, all reasonable costs and expenses incurred by Note Holder in trying to collect this note or in any such suit or proceeding, including reasonable attorney's fees.

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. CROSS-DEFAULT AND CROSS-COLLATERALIZATION

Borrower acknowledges and agrees that this Note, and any and all other indebtedness, liabilities, or obligations of Borrower in which AUSTERRA STABLE GROWTH FUND, LP. ("Austerra") is now or hereafter a lender, participant, co-lender, or secured party, are cross-defaulted and cross-collateralized. All real property, personal property, and other collateral of Borrower pledged in connection with any loan, financing, or obligation in which Austerra holds any interest shall secure the payment and performance of this Note, and the collateral securing this Note shall likewise secure every other obligation of Borrower in which Austerra is a lender or participant, regardless of whether other lenders or secured parties are also involved. Borrower further agrees that (a) any Event of Default under this Note shall constitute an Event of Default under each such other obligation, and (b) any Event of Default under any such other obligation shall constitute an Event of Default hereunder. Upon the occurrence of any such Event of Default, Austerra may, to the fullest extent permitted by applicable law and subject to any intercreditor agreement among lenders, declare all such obligations immediately due and payable and exercise all rights and remedies available with respect to any and all collateral securing any such obligation.

9. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

11. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

12. UNIFORM SECURED NOTE

This Note is secured by a Deed of Trust, of even date herewith, from Borrower to Richard A. Ramirez, Trustee, which covers the following real property:

BEING THAT CERTAIN TRACT OF LAND STATED TO CONTAIN 59.3712 ACRES, MORE OR LESS, OUT OF THE K. BALDWIN SURVEY NO. 600, ABST 90, TRAVIS COUNTY, TEXAS; AND OUT OF A PORTION OF LOT 1, AMENDED PLAT OF THE COVE AT LAGO VISTA, A SUBDIVISION IN. TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 87, PAGE L 74C, PLAT RECORDS OF TRAVIS COUNTY, TEXAS. SAID 59.3712 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES. AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

BORROWER:

**LV PENINSULA HOLDING, LLC, A TEXAS LIMITED
LIABILITY COMPANY**

/s/ Nicolai Brune

BY: NICOLAI BRUNE

**TITLE: CHIEF FINANCIAL OFFICER AND AUTHORIZED
AGENT**

DEED IN LIEU OF FORECLOSURE

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 DRIVER'S LICENSE NUMBER.

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF TRAVIS

§

THIS DEED IN LIEU OF FORECLOSURE ("Deed") is made this 6th day of JANUARY, 2026, by and between:

Grantor(s) (Borrower): LV PENINSULA HOLDING, LLC, A TEXAS LIMITED LIABILITY COMPANY

Grantor(s) Mailing Address: 990 BISCAYNE BLVD., SUITE 501 MIAMI, FL 33132

Grantee(s) (Lender): AUSTERRA STABLE GROWTH FUND, LP, A TEXAS LIMITED PARTNERSHIP

Grantee(s) Mailing Address: C/O STALLION FUNDING, LLC, A TEXAS LIMITED LIABILITY COMPANY
10119 LAKE CREEK PARKWAY, SUITE 202
AUSTIN, TX 78729

Recitals:

- A. Grantor is indebted to Grantee pursuant to that certain Note dated March 30, 2023, in the original principal amount of **Five Million Dollars and No/100 (\$5,000,000.00)** secured by a Deed of Trust dated March 30, 2023, recorded under Travis County Clerk's File No. 2023034847, and affected by a Modification and Extension Agreement recorded under Travis County Clerk's File No. 2024036636, Official Public Records of Travis County, Texas (the "Deed of Trust"), encumbering the real property described in the Exhibit "A" attached hereto (the "Property").
- B. Certain obligations under the Note and Deed of Trust remain outstanding, and
- C. Grantor and Grantee desire to resolve such matters and restructure their relationship with respect to the Property.

NOW, THEREFORE, for good and valuable consideration, and pursuant to the Comprehensive Restructuring and Collateral Agreement, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, all of Grantor's right, title, and interest in and to the Property, subject to all matters of record.

Reservation of Deficiency Rights:

Grantee's acceptance of this Deed shall not constitute a satisfaction, release, or discharge of the indebtedness secured by the Deed of Trust. Grantor remains liable for any deficiency between the indebtedness and the fair market value of the Property, and Grantee expressly reserves all rights and remedies to recover such deficiency under applicable Texas law.

TO HAVE AND TO HOLD the Property, together with all rights and appurtenances thereto, unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the date first above written.

LV PENINSULA HOLDING, LLC,
A TEXAS LIMITED LIABILITY COMPANY (“Grantor”)

By: /s/ Nicolai Brune
Name: **NICOLAI BRUNE**
Title: **CHIEF FINANCIAL OFFICER AND AUTHORIZED**
AGENT

STATE OF TEXAS

COUNTY OF _____

This document was acknowledged before me on this _____ day of JANUARY, 2026 by NICOLAI BRUNE, CHIEF FINANCIAL OFFICER AND AUTHORIZED AGENT of LV PENINSULA HOLDING, LLC, A TEXAS LIMITED LIABILITY COMPANY, on behalf of said entity.

Notary Public

GRANTEE, hereby acknowledges and accepts this Deed in Lieu of Foreclosure.

**AUSTERRA STABLE GROWTH FUND, LP,
A TEXAS LIMITED PARTNERSHIP (“Grantee”)**

**By: AUSTERRA WEALTH MANAGEMENT, LLC,
A TEXAS LIMITED LIABILITY COMPANY,
General Partner**

By: /s/ Mark C. Holland
Name: **MARK C. HOLLAND**
Title: **MANAGING MEMBER**

STATE OF TEXAS

COUNTY OF _____

This document was acknowledged before me on this day of January, 2026 by MARKC. HOLLAND, MANAGING MEMBER of AUSTERRA WEALTH MANAGEMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER of AUSTERRA STABLE GROWTH FUND, LP, A TEXAS LIMITED PARTNERSHIP, on behalf of said entity.

Notary Public

EXHIBIT "A"

BEING THAT CERTAIN TRACT OF LAND STATED TO CONTAIN 59.3712 ACRES, MORE OR LESS, OUT OF THE K. BALDWIN SURVEY NO. 600, ABSTRACT 90, TRAVIS COUNTY, TEXAS; AND OUT OF A PORTION OF LOT 1, AMENDED PLAT OF THE COVE AT LAGO VISTA, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THERE OF RECORDED IN VOLUME 87, PAGE 174C, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FIELD NOTES FOR 59.3712 ACRES OF LAND OUT OF THE J. K. BALDWIN SURVEY NO. 609, TRAVIS COUNTY, CITY OF LAGO VISTA, TEXAS, BEING COMPOSED OF THREE TRACTS OF 23.76 ACRES, 18.219 ACRES, AND 16.84 ACRES, BEING THOSE SAME TRACTS CONVEYED TO G & G/PENINSULA, LP, CALLED 23.72 ACRES IN DOCUMENT NO. 2005114202, CALLED 18.231 ACRES AND 16.84 ACRES IN DOCUMENT NO. 2005114201, TRAVIS COUNTY OFFICIAL PUBLIC RECORDS (TCOPR), AND 0.5522 ACRE OF LAND, CALLED 24,504 SQUARE FEET, CONVEYED TO G & G PENINSULA, LP, IN DOCUMENT NO. 2008034575, TCOPR, SAID 59.3712 ACRES BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" STEEL PIN FOUND AT THE NORTHWEST CORNER OF SAID 18.231 ACRE TRACT, ALSO THE NORTHEAST CORNER OF A 3.02 ACRE TRACT CONVEYED TO HUGH BEADLES BY DEED RECORDED IN BOOK 12790, PAGE 2082, TCOPR, ALSO A POINT IN THE SOUTH RIGHT-OF-WAY (ROW) LINE OF HIGHLAND LAKE DRIVE, FOR THE NORTHWEST CORNER HEREOF;

THENCE WITH SAID SOUTH ROW LINE THESE 10 COURSES:

- 1) N 53° 50' 20" E 500.30 FEET TO A 1/2" STEEL PIN FOUND FOR ANGLE,
- 2) N 70° 41' 32" E 172.57 FEET TO A 1/2" STEEL PIN FOUND FOR ANGLE,
- 3) N 87° 44' 26" E 408.85 FEET TO A 1/2" STEEL PIN FOUND FOR ANGLE,
- 4) S 66° 58' 38" E 272.18 FEET TO A 1/2" STEEL PIN FOUND FOR ANGLE,
- 5) S 39° 50' 47" E 48.76 FEET TO A 1/2" STEEL PIN WITH ORANGE CAP SET AT A FENCE FOR A SEWAGE PUMP STATION, FOR CORNER HEREOF,
- 6) S 48° 17' 10" W 30.00 FEET CROSSING SAID FENCE TO A 1/2" STEEL PIN WITH ORANGE CAP SET FOR INSIDE CORNER HEREOF,
- 7) S 41° 42' 50" E 32.98 FEET TO A 1/2" STEEL PIN WITH ORANGE CAP SET FOR INSIDE CORNER HEREOF,
- 8) N 48° 17' 10" E 30.00 FEET TO A 1/2" STEEL PIN WITH ORANGE CAP SET FOR CORNER,
- 9) ALONG A CURVE TO THE RIGHT WITH CHORD OF S 14° 45' 50" E 4.32 FEET AND RADIUS OF 38.87 FEET TO A SPINDLE SET AT A POINT OF REVERSE CURVE,
- 10) ALONG A CURVE TO THE LEFT WITH CHORD OF S 11° 17' 38" E 48.73 FEET AND RADIUS OF 51.13 FEET TO A 1/2" STEEL PIN FOUND UNDER CONCRETE NEAR A FENCE COLUMN, FOR THE NORTHEAST CORNER HEREOF;

THENCE WITH THE EAST LINE OF SAID 18.231 ACRES, ALSO THE EAST LINE OF A 2.934 ACRE TRACT RECORDED IN BOOK 12623, PAGE 282 (EXHIBIT C), TCOPR, ALSO THE WEST LINE OF THE REMAINDER OF LOT 1, AMENDED PLAT OF THE COVE AT LAGO VISTA, A SUBDIVISION RECORDED IN BOOK 87, PAGE 174C, TRAVIS COUNTY PLAT RECORDS, FOR THE FOLLOWING 2 COURSES:

- 1) S 47° 38' 37" W 238.42 FEET TO A 1/2" STEEL PIN FOUND FOR ANGLE POINT,
- 2) S 13° 42' 31" W 479.91 FEET TO A 1/2" STEEL PIN FOUND, FOR EASTERLY CORNER HEREOF;

THENCE S 51° 42' 35" W 180.89 FEET WITH THE SOUTHEAST LINE OF SAID 18.231 ACRES TO A SUBMERGED POINT IN LAKE TRAVIS, WHICH IS THE NORTHEAST CORNER OF SAID CALLED 23.72 ACRE TRACT RECORDED IN DOC. NO. 2005114202, TCOPR, ALSO THE NORTHWEST CORNER OF A REMAINDER OF A TRACT CONVEYED TO NRC INC. BY DEED RECORDED IN BOOK 4051, PAGE 2298, TCOPR, FOR AN INTERNAL CORNER HEREOF;

THENCE S 38° 13' E 1103.20 FEET WITH THE NORTHEAST LINE OF SAID 23.78 ACRES AND THE SOUTHWEST LINE OF SAID REMAINDER OF NRC TRACT TO A SUBMERGED POINT, FOR ANGLE POINT HEREOF;

THENCE S 04° 52' E 570.10 FEET WITH THE EAST LINE OF SAID 23.78 ACRES TO A SUBMERGED POINT ON THE APPROXIMATE NORTH BANK OF THE COLORADO RIVER, AT THE SOUTHEAST CORNER OF SAID 23.78 ACRES, FOR SOUTHEAST CORNER HEREOF;

THENCE S 85° 08' W 696.96 FEET ALONG SAID NORTH BANK TO A SUBMERGED POINT AT THE SOUTHEAST CORNER OF SAID 16.84 ACRE TRACT, FOR ANGLE POINT HEREOF;

THENCE S 85° 05' 35" W 707.74 FEET ALONG SAID NORTH BANK TO A SUBMERGED POINT AT THE SOUTHWEST CORNER OF SAID 16.84 ACRE TRACT, ALSO THE SOUTHEAST CORNER OF A 3.356 ACRE TRACT CONVEYED TO VACATION VILLAGES ASSOCIATION, INC. BY DEED RECORDED IN BOOK 12607, PAGE 2822, TCOPR, FOR SOUTHWEST CORNER HEREOF;

THENCE ALONG THE EAST LINE OF SAID 3.356 ACRES THE FOLLOWING 2 COURSES:

1) N 04° 51' 08" W 843.32 FEET TO A 1/2" STEEL PIN FOUND, FOR ANGLE POINT,

2) N 14° 25' 32" E 205.77 FEET TO A 1/2" STEEL PIN FOUND AT THE NORTHEAST CORNER OF SAID 3.356 ACRE TRACT, FOR ANGLE POINT HEREOF;

THENCE N 14° 21' 58" E 69.15 FEET ALONG THE EAST LINE OF LOT 30001 -C, A RE-SUBDIVISION OF A PORTION OF HIGHLAND LAKE ESTATES SECTION 26 AND HIGHLAND LAKE ESTATES SECTION 30, A SUBDIVISION RECORDED IN BOOK 81, PAGE 358, TRAVIS COUNTY PLAT RECORDS, TO A 'X' FOUND ON CONCRETE ELECTRIC PAD FOR ANGLE POINT HEREOF;

THENCE N 14° 24' 51" E 69.83 FEET, CROSSING AMERICAN DRIVE, TO A 1/2" STEEL PIN FOUND AT THE WESTERLY SOUTHWEST CORNER OF SAID 23.72 ACRE TRACT, IN THE NORTH RIGHT-OF-WAY (ROW) LINE OF AMERICAN DRIVE, ALSO THE SOUTHEAST CORNER OF LOT 30078, HIGHLAND LAKE ESTATES SECTION 30, A SUBDIVISION RECORDED IN BOOK 81, PAGE 358, TRAVIS COUNTY PLAT RECORDS, FOR ANGLE POINT HEREOF;

THENCE N 14° 27' 32" E 530.95 FEET ALONG THE EAST LINE OF SAID LOT 30078 AND THE EAST LINE OF A 3.02 ACRE TRACT CONVEYED TO HUGH BEADLES BY DEED RECORDED IN BOOK 12790, PAGE 2082, TCOPR, TO A 1/2" STEEL PIN FOUND AT THE NORTHWEST CORNER OF SAID 23.72 ACRES, ALSO SOUTHWEST CORNER OF SAID 18.231 ACRES, FOR ANGLE POINT HEREOF;

THENCE N 36° 19' 19" W 567.32 FEET WITH THE SOUTHWEST LINE OF SAID 18.231 ACRES AND THE NORTHEAST LINE OF SAID 3.02 ACRES, TO THE POINT OF BEGINNING, CONTAINING 59.3712 ACRES OF LAND, MORE OR LESS.

AFTER RECORDING RETURN TO:
 CAPSTONE SERVICING CORPORATION
 507 DENALI PASS, SUITE 401
 CEDAR PARK, TEXAS 78613

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.

DEED OF TRUST AND SECURITY AGREEMENT
 WITH COLLATERAL ASSIGNMENT OF RENTS

THE STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

THIS DEED OF TRUST AND SECURITY AGREEMENT (WITH COLLATERAL ASSIGNMENT OF RENTS AND FINANCING STATEMENT) (this "Deed of Trust") is made this 6TH day of JANUARY, 2026 by **LV PENINSULA HOLDING, LLC, A TEXAS LIMITED LIABILITY COMPANY** ("Grantor," whether one or more), whose address for notice is **990 Biscayne Blvd., Suite 501, Miami, Florida 33132** to **Richard A. Ramirez**, as Trustee (hereinafter, together with any duly appointed and designated successor or substitute trustee under this Deed of Trust, called the "Trustee"), whose address for notice is **4807 Spicewood Springs Road, Bldg. 3, Suite 250, Austin, Texas 78759**, for the benefit of **AUSTERRA STABLE GROWTH FUND, LP.**, interest (herein after, together with any subsequent holder of the Note, called "Beneficiary"), whose address for notice is **5910 North Central Expressway, Suite 1875, Dallas, Texas 75206**.

ARTICLE 1
GRANT

1.1 **Mortgaged Property.** Grantor, in consideration of TEN AND NO/1 00 DOLLARS (\$10.00) cash in hand paid by Trustee, the receipt of which payment is acknowledged and confessed, and of the debt and trust described below, does by these presents GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN and SET OVER to Trustee, the following property situated in **Travis** County, Texas

a. **Land.** All that real property more particularly described as: **BEING THAT CERTAIN TRACT OF LAND STATED TO CONTAIN 59.3712 ACRES, MORE OR LESS, OUT OF THE K. BALDWIN SURVEY NO. 600, ABST 90, TRAVIS COUNTY, TEXAS; AND OUT OF A PORTION OF LOT 1, AMENDED PLAT OF THE COVE AT LAGO VISTA, A SUBDIVISION IN. TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 87, PAGE L 74C, PLAT RECORDS OF TRAVIS COUNTY, TEXAS. SAID 59.3712 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES. AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.** (the "Land");

b. **Improvements.** All buildings, structures and other improvements now or hereafter located, situated or constructed on the Land (the "Improvements")

c. **Related Interests.** All rights, titles, interests, estates, reversions and remainders now owned or hereafter acquired by Grantor in and to the Land and any strips or gores between or among the Land and abutting or adjacent properties; all water and water rights, timber, crops and mineral interests, including without limitation, all oil, gas and other hydrocarbons and other minerals located on, pertaining to, produced from or allocated to the Land; all river, stream and creek beds and other waterways; all permits, licenses, certificates, development rights and utility commitments and/or connections; and all easements, roads, streets, alleys and rights-of-way, rights of ingress and egress, licenses, vehicle parking rights, existing or proposed, adjoining, abutting, adjacent to, serving, appertaining or otherwise benefitting the Land, and all appurtenances, tenements, hereditaments, servitudes, rights, ways, privileges and prescriptions thereto;

d. **Fixtures.** All fixtures, equipment, systems, including lighting, ventilating, incinerating, water heating, air conditioning, heating, plumbing, refrigerating and air cooling systems, machinery, furniture, furnishings, appliances, and building materials, now owned or hereafter acquired by Grantor and now or hereafter attached to, affixed to, located on or situated within, or severed from the Land or the Improvements, and all replacements thereof, substitutions therefor, additions thereto, and proceeds and products thereof, including without limitation, all rights, titles and interests of Grantor now owned or hereafter acquired in and to any of such personal property that may be subject to any title retention or security agreement superior in lien or security interest to the lien or security interest of this Deed of Trust (the "Fixtures");

e. **Proceeds.** All rights and interests of Grantor now owned or hereafter acquired in and to (i) all proceeds and proceeds of proceeds arising from or by virtue of the sale, leasing, or other disposition of any of the real or personal property covered hereby; (ii) all proceeds and proceeds of proceeds (including premium refunds) payable or to be payable under each policy of insurance relating to the Land, the Improvements or the Fixtures; (iii) all proceeds and proceeds of proceeds arising from the taking of all or any part of the Land, the Improvements, the Fixtures, or any rights appurtenant thereto, including but not limited to, change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof; (iv) all reimbursements, revenues, monies, proceeds, benefits and payments from any utility district or other special district related to the development of any portion of the Land; (v) all proceeds, rents, revenues, income and profits arising from the lease or sublease of the real or personal property covered hereby; and (vi) rents, revenues, bonus money, royalties, rights and benefits accruing to Grantor under all present and future oil, gas and mineral leases covering any portion of the Land; and

f. **Riders.** "Riders" means all Riders to this Security Instrument that are executed by Borrower. Balloon Rider attached.

1.2 **Warranty of Title.** TO HAVE AND TO HOLD the Mortgaged Property unto Trustee forever; and Grantor binds itself, its heirs, successors, assigns and legal representatives, to warrant and forever defend title to the Mortgaged Property unto Trustee, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

1.3 **Exceptions to Title.** This Deed of Trust is executed subject to all valid easements, restrictions, covenants, mineral and/or royalty reservations and maintenance charges, if any, applicable to and enforceable against the Mortgaged Property that have been duly recorded in the real estate records of the county in which the Mortgaged Property is located prior to the date of the recording of this Deed of Trust.

ARTICLE 2 INDEBTEDNESS

2.1 **Secured Indebtedness and Obligations.** This conveyance is made in trust on the following trusts, terms and conditions, to secure and enforce the following (hereinafter collectively called the “Indebtedness”):

a. **Promissory Note.** Promissory Note (the “Note”) of even date herewith in the principal sum of **FIVE MILLION DOLLARS AND NO/100 (\$5,000,000.00)**, being payable on or before **December 1, 2028**, bearing interest before and after maturity thereof as therein specified, containing certain acceleration, maturity and attorney’s fee collection clauses, as specified therein, executed by Grantor and payable to the order of Beneficiary, in lawful money of the United States of America; and all renewals, rearrangements, extensions, amendments, increases, consolidations and/or modifications of the Note;

b. **Performance of Covenants.** The performance of all obligations and covenants of Grantor contained in this Deed of Trust and in the other Loan Documents (defined below);

c. **Advances.** All other sums which may be hereafter paid or advanced by or on behalf of Beneficiary under the terms and provisions of this Deed of Trust and the other Loan Documents (defined below); and

d. **Additional Indebtedness.** Any additional loans made by Beneficiary to Grantor (it being contemplated that Beneficiary may lend additional sums to Grantor from time to time, but is not obligated to do so, and Grantor agrees that any such additional loans will be secured by this Deed of Trust); and any and all other indebtedness, obligations and liabilities of any kind of the Grantor to Beneficiary, now or hereafter existing, absolute or contingent, joint and/or several, secured or unsecured, due or not due, arising by operation of law or otherwise, or direct or indirect, whether evidenced by a note, open account, overdraft or otherwise, and including indebtedness, obligations and liabilities to Beneficiary of the Grantor as a member of any partnership, syndicate, association or other group, and whether incurred by the Grantor as principal, surety, endorser, guarantor, accommodation party or otherwise, and whether originally contracted with Beneficiary or acquired by Beneficiary pursuant to a loan participation agreement or otherwise.

2.2 **Payment.** All payments on the Indebtedness are payable at the address of Beneficiary as set forth in the first paragraph of this Deed of Trust, and, unless otherwise provided in any instrument evidencing the Indebtedness, will bear interest at the rate set forth in the Note, but not in excess of the highest rate permitted by applicable law, from the date of accrual of the Indebtedness until paid. This Deed of Trust, the Note, and any other document, agreement or instrument given to evidence or further secure, govern or guarantee the Indebtedness are hereinafter individually, called a “**Loan Document**,” and collectively, called the “**Loan Documents**.”

ARTICLE 3 COLLATERAL ASSIGNMENT OF RENTS AND LEASES

3.1 **Collateral Assignment.** Grantor, GRANTS, CONVEYS, ASSIGNS, TRANSFERS AND SETS OVER unto Beneficiary, as additional collateral securing the Indebtedness:

a. **Leases.** All of Grantor’s rights, title, interests, estates, powers, privileges, options and other benefits of Grantor in, to and under the leases, licenses, and similar agreements, whether written or oral, that now or in the future, from time to time, cover or affect all or any portion of the Mortgaged Property, together with all renewals, extensions, modifications, amendments, subleases, and assignments of such agreements (such leases, licenses, agreements, renewals, extensions, modifications, amendments, subleases, and assignments herein called the “**Leases**” and singularly “**Lease**”);

b. **Rents.** All of the rents, income, receipts, revenues, issues, profits, receivables, cash proceeds or other proceeds received, collected, or distributed on account of any obligation to pay rents, and other sums of money, including “**Rents**,” as defined in the Texas Assignment of Rents Act, Chapter 64 of the *Texas Property Code* (hereinafter collectively called the “**Rents**”), that are now or at any time hereafter become due and payable to Grantor under the terms of the Leases or arising or issuing from or out of the Leases or from or out of the Mortgaged Property or any part thereof, including but not limited to minimum rents, additional rents, percentage rents, deficiency rents and liquidated damages following default, security and other deposits, advance rents, prepaid rents, daily rents or room charges, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property and all of Grantor’s rights to recover monetary amounts from any tenant in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of any lease default including rejections, under the Federal Bankruptcy Code, including specifically the immediate and continuing right to collect and receive each and all of the foregoing; and

c. **Guaranties.** Any and all guaranties of payment of the Rents.

3.2 **Construction of this Assignment.** This collateral assignment of Rents is to be construed as, constitutes and serves as a security instrument under the Texas Assignment of Rents Act, Chapter 64 of the *Texas Property Code* and a security agreement with regard to Rents, Proceeds, and other personal property described in this Deed of Trust within the meaning of a first and prior pledge and assignment and a first and prior lien security interest under the Code (as defined below) as to the property within the scope thereof and situated in the State of Texas. The Leases assigned herein act as collateral for the security interest created by this assignment. Without in any way limiting or restricting any of Beneficiary’s other rights, benefits or privileges hereunder, Grantor and Beneficiary expressly agree that Beneficiary is entitled to all rights, benefits or privileges under Texas common law and any applicable statute, including the Texas Assignment of Rents Acts, *Texas Property Code*, Chapter 64.

ARTICLE 4 SECURITY AGREEMENT

4.1 **Security Interest.** This Deed of Trust is a security agreement between Grantor, as the debtor, and Beneficiary, as the secured party, covering the Mortgaged Property constituting personal property or fixtures governed by the Texas Business and Commerce Code (hereinafter called the “**Code**”), and for the purpose of further securing payment and performance of the Indebtedness, Grantor grants to Beneficiary a security interest and lien in all rights, titles and interests now owned or hereafter acquired by Grantor in the portion of the Mortgaged Property constituting personal property or fixtures governed by the Code (the “**Collateral**”). In addition to Beneficiary’s other rights hereunder, Beneficiary has all rights, powers and remedies of a secured party under the Code, or the Trustee or Beneficiary may proceed as to both the real property and personal property covered by this Deed of Trust in accordance with the rights, powers and remedies granted under this Deed of Trust in respect of the real property covered in this Deed of Trust. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Collateral sent to Grantor at least ten (10) days prior to any action under the Code constitutes reasonable notice to Grantor. A carbon, photostatic or other reproduction of this Deed of Trust is sufficient as a financing statement. The Beneficiary has the right at any time to file a manually executed counterpart or a carbon, photostatic or other reproduction of this Deed of Trust as a financing statement in either the central or local UCC records of any jurisdiction wherein the Collateral is situated.

4.2 **Fixtures.** This Deed of Trust is effective as a financing statement filed as a fixture filing with respect to all items of the Collateral described in this Deed of Trust that are or are to become fixtures related to the Land, and this Deed of Trust is effective as such from the date of its filing for record in the real estate records of the county in which the Collateral is situated. Information concerning the security interest created by this instrument may be obtained from Beneficiary, as secured party, at the address of beneficiary specified in the first paragraph of this Deed of Trust. The mailing address of the Grantor, as debtor, is as specified in the first paragraph of this Deed of Trust. Grantor does have an interest of record in the Land, and the names of any additional record owners of the Land are listed herein. Proceeds and products of the portion of the Collateral constituting fixtures are also covered.

ARTICLE 5 REPRESENTATION, WARRANTIES, COVENANTS AND AGREEMENTS OF GRANTOR

Grantor expressly covenants, warrants, represents and agrees as follows:

5.1 **Payment and Performance.** Grantor will make all payments on the Indebtedness when due and will timely perform all of Grantor's covenants, obligations and liabilities under the Loan Documents.

5.2 **Existence and Status of Grantor.** Grantor will preserve and keep in full force and effect its existence, rights, franchises, and trade names. Grantor will not cause or permit any change to be made in its name, identity, or organizational structure, unless Grantor has obtained Beneficiary's prior written consent to such change prior to the effective date of such change.

5.3 **Title to Mortgaged Property and Lien of this Deed of Trust.** Grantor has good and indefeasible title to the Land, the Improvements, the Fixtures and the Collateral, free and clear of any liens, charges, encumbrances security interests, and adverse claims whatsoever, except the statutory liens for ad valorem taxes and standby fees on the Mortgaged Property that are not yet delinquent. Grantor, and Grantor's successors and assigns, will warrant and forever defend title to the Mortgaged Property, subject as aforesaid, to Trustee and his successors or substitutes and assigns, against the claims and demands of all persons claiming or to claim the same or any part thereof. No part of the Mortgaged Property constitutes all or any part of the business or residential homestead of Grantor.

5.4 **Compliance with Laws.** The Mortgaged Property and the use, occupancy, operation and maintenance thereof and all activities thereon do and will at all times comply with all existing and future laws, statutes, ordinances, orders, governmental rules, rulings and regulations, judicial decisions, permits, certificates and orders of any and all governmental or quasi governmental entities of any nature whatsoever, whether federal, state, county, district, city or otherwise, and whether now or hereafter in existence (individually, a "**Governmental Authority**," and collectively, the "**Governmental Authorities**") affecting or applicable to, or which may be interpreted to affect or be applicable to the Mortgaged Property, and the use, occupancy, operation and maintenance thereof and all activities thereon, including without limitation all applicable environmental, air quality, zoning, planning, building, health, fire, traffic, safety, wetlands, endangered species, coastal and other laws, statutes, ordinances, orders, governmental rules and regulations, judicial decisions, permits, certificates, and court orders (individually, an "**Applicable Legal Requirement**," and collectively, "**Applicable Legal Requirements**"). Grantor has obtained and will preserve in force all requisite zoning, utility, building, health and operating permits from the applicable Governmental Authorities having jurisdiction over the Mortgaged Property. Grantor and all other parties liable on the Indebtedness must comply with all Applicable Legal Requirements relating to terrorism or money laundering. If Grantor receives a notice or claim from any person that the Mortgaged Property, or any use, activity, operation or maintenance thereof or thereon, is not in compliance with any Applicable Legal Requirement, Grantor will promptly furnish a copy of such notice or claim to Beneficiary and take such corrective action as may be necessary to bring the Mortgaged Property into compliance with the Applicable Legal Requirement. Grantor has received no notice and has no knowledge of any such noncompliance.

5.5 **Compliance with Environmental Laws.** Specifically, without limiting Section 5.4 of this Deed of Trust, Grantor represents to Beneficiary that the Mortgaged Property is not in violation of any Applicable Legal Requirements relating to environmental matters (individually, an “**Environmental Requirement**,” and collectively, the “**Environmental Requirements**”). Grantor will keep and maintain the Mortgaged Property in compliance with, and will not cause or permit the Mortgaged Property to be in violation of any Environmental Requirement. If Grantor discovers any previously unknown or undiscovered violation of any Environmental Requirement, then Grantor must immediately notify Beneficiary in writing and Grantor must immediately take any such corrective action as may be necessary to bring the Mortgaged Property into compliance with said Environmental Requirement. Grantor grants Beneficiary an easement for access to all of the Mortgaged Property for the purpose of conducting investigations, inspections, audits, etc. in order to determine if any of the Environmental Requirements have been violated. Upon Beneficiary’s request, Grantor will furnish to Beneficiary, at Grantor’s sole cost and expense, an environmental audit of the Mortgaged Property performed by an auditor satisfactory to Beneficiary. Such audit must cover all Environmental Requirements and be in form and substance satisfactory to Beneficiary. Grantor’s failure to comply with any of these terms is an Event of Default as described in Section 9.1 of this Deed of Trust.

5.6 **Payment of Taxes and Assessments.** Grantor will pay (and not finance or refinance) as the same come due and before the same become delinquent, all taxes, assessments, standby fees, homeowners’ or condominium association assessments, and other charges and impositions imposed, levied or assessed against the Mortgaged Property (sometimes collectively, the “**Real Property Impositions**”). Grantor will deliver to Beneficiary such evidence of the payment thereof as Beneficiary may require. Without limiting the foregoing, Grantor will not enter into any arrangement with any third party for the payment of ad valorem taxes due with respect to the Mortgaged Property that would grant a lien on the Mortgaged Property. If Grantor fails to timely pay the Real Property Impositions, Beneficiary may, at its option and without waiver of any other rights granted by this Deed of Trust for breach of the covenants contained in this Deed of Trust, procure and pay any such Real Property impositions, including any sums that may be necessary to redeem the Mortgaged Property from tax sale, without obligation to inquire into the validity of any such Real Property Impositions, the receipts of the proper officers being conclusive evidence of the validity and amount thereof. All amounts so paid by Beneficiary will be payable on demand by Grantor, will bear interest at the rate provided in the Note, and will be added to and constitute a part of the Indebtedness secured by this Deed of Trust.

5.7 **Maintenance, Repair and Restoration.** Grantor will keep the Mortgaged Property in good condition and repair and will not commit or permit any waste, impairment or deterioration of the same and generally will not do any act by which the value of the Mortgaged Property may become impaired. Nor will any Improvements, Fixtures, the Collateral, or other personal property be altered, destroyed or removed from said Mortgaged Property without the written consent of Beneficiary. If any act or occurrence of any kind or nature (including any condemnation or any casualty for which insurance was not obtained or obtainable) results in damage to or loss or destruction of the Mortgaged Property, Grantor will give prompt notice thereof to Beneficiary and Grantor will promptly, at Grantor’s sole cost and expense and regardless of whether insurance or condemnation proceeds (if any) are available or sufficient for the purpose, commence and continue diligently to completion, the restoration, repair, replacement and rebuilding of the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to the damage, loss or destruction. Grantor will cause. All debts and liabilities of any character (including without limitation all debts and liabilities for labor, material and equipment and all debts and charges for utilities servicing the Mortgaged Property) incurred in the construction, maintenance, operation and development of the Mortgaged Property to be promptly paid.

5.8 **Operation of Mortgaged Property.** Grantor will operate the Mortgaged Property in a good and workmanlike manner and in accordance with all Applicable Legal Requirements and will pay all fees or charges of any kind in connection therewith. Grantor will keep the Mortgaged Property occupied so as not to impair the insurance carried thereon. Grantor will not use or occupy or conduct any activity on, or allow the use or occupancy of or the conduct of any activity on, the Mortgaged Property in any manner which violates any Applicable Legal Requirement or which constitutes a public or private nuisance or which makes void, voidable or cancelable, or increases the premium of, any insurance then in force with respect thereto. Grantor will not, without the prior written consent of Beneficiary (a) initiate or permit any zoning proceedings of any nature with regard to the Mortgaged Property, (b) impose any easement, restrictive covenant or encumbrance upon the Mortgaged Property, (c) execute or file any subdivision plat or condominium declaration affecting the Mortgaged Property, (d) consent to the annexation of the Mortgaged Property to any municipality or special district, or (e) allow any drilling or exploration for or extraction, removal or production of any mineral, hydrocarbon, gas, natural element, compound or substance from the surface or subsurface of the Land.

5.9 **No Other Liens.** Grantor will not, without the prior written consent of Beneficiary, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual, security interest, encumbrance or charge, or conditional sale or other title retention document, against or covering the Mortgaged Property, regardless of whether the same are expressly or otherwise subordinate to the lien or security interest created in this Deed of Trust, and if any of the foregoing become attached hereafter in any manner to any part of the Mortgaged Property without the prior written consent of Beneficiary, then Grantor will cause the same to be promptly discharged and released. Grantor will own all parts of the Mortgaged Property and will not acquire any fixtures, equipment or other property forming a part of the Mortgaged Property pursuant to a lease, license, security agreement or similar agreement, whereby any party has or may obtain the right to repossess or remove same, without the prior written consent of Beneficiary. Grantor will not authorize, consent to or create a tax lien refinance loan under the Texas Tax Code with respect to the Mortgaged Property.

5.10 **Due on Sale, Encumbrance or Change in Control.** Grantor will not sell, assign, mortgage or otherwise transfer or encumber any portion of its interest in the Mortgaged Property, and if Grantor is not a natural person, no owner of any ownership interest in Grantor ("Ownership Interest") will sell, assign, mortgage or otherwise transfer or encumber any Ownership Interest without first obtaining the prior written consent of Beneficiary, which may be withheld in Beneficiary's absolute discretion. Beneficiary is under no obligation to consent to any requested sale, assignment, transfer, mortgage or encumbrance of Grantor's interest in the Mortgaged Property or of an owner's Ownership Interest. Without limiting the foregoing, if Beneficiary does grant such consent, it may make such conditions for the granting of that consent as it may in its sole discretion deem necessary, desirable or appropriate, including without limitation (a) requiring the payment to it of all fees, including without limitation transfer fees and its attorneys' fees in connection with such sale, assignment, transfer, mortgage or encumbrance, (b) increasing the interest rate on the Indebtedness, (c) requiring the express assumption of payment of the Indebtedness and of the obligations under this Deed of Trust by the transferee of such interest in the Mortgaged Property (with or without the release of Grantor from liability for such payment and obligations), and (d) requiring the execution of assumption agreement, modification agreements, supplemental security documents and financing statements satisfactory in form and substance to Beneficiary. Any failure by Grantor or any owner of an Ownership Interest to comply with this Section 5.10 prior to consummating any such sale, assignment, transfer, mortgage or encumbrance constitutes a default under the Note and breach of this Deed of Trust, entitling Trustee and Beneficiary to avail themselves of all rights, powers, remedies and recourses allowed or permitted therein or herein, except when the exercise of such rights, powers and recourses is expressly prohibited by applicable law and such law also precludes Grantor or owner from effectively waiving such prohibition.

5.11 **Modification by Subsequent Owners.** Grantor agrees that it will be bound by any renewal, rearrangement extension, amendment increase, consolidation and/or modification of this Deed of Trust or any of the other Loan Documents made by Beneficiary and any subsequent owner of the Mortgaged Property, with or without notice to Grantor, and no such renewals, rearrangements, extensions, amendments, increases, consolidations and/or modifications will impair the obligations of Grantor under this Deed of Trust or any other Loan Document. Nothing in this Section 5.11 may be construed as permitting any transfer of the Mortgaged Property that would constitute an Event of Default under other provisions of this Deed of Trust.

5.12 **Reserve for Insurance, Taxes and Assessments.** Upon request of Beneficiary, Grantor will deposit with Beneficiary a sum equal to the Real Property Impositions (which for the purpose of this Section include without limitation any recurring charge that could result in a lien against the Mortgaged Property) against the Mortgaged Property for the current year and the premiums for such policies of insurance for the current year, all as estimated by Beneficiary and prorated to the end of the calendar month following the month during which Beneficiary's request is made, and thereafter will deposit with Beneficiary, on each date when an installment of principal and/or interest is due on the Note, sufficient funds (as estimated from time to time by Beneficiary) to permit Beneficiary to pay at least fifteen (15) days prior to the due date thereof, the next maturing Real Property Impositions and premiums for such policies of insurance. Beneficiary has the right to rely upon tax information furnished by applicable taxing authorities in the payment of such Real Property Impositions and has no obligation to make any protest of any such Real Property Impositions. Any excess over the amounts required for such purposes will be held by Beneficiary for future use, applied to any Indebtedness or refunded to Grantor, at Beneficiary's option, and any deficiency in such funds so deposited will be made up by Grantor upon demand of Beneficiary. All such funds so deposited will bear no interest, may be mingled with the general funds of Beneficiary and will be applied by Beneficiary toward the payment of such Real Property Impositions and premiums when statements therefor are presented to Beneficiary by Grantor (which statements must be presented by Grantor to Beneficiary a reasonable time before the applicable amount is due); provided, however, that, if a default has occurred hereunder, such funds may, at Beneficiary's option, be applied to the payment of the Indebtedness in the order determined by Beneficiary in its sole discretion, and that Beneficiary may (but has no obligation) at any time, in its discretion, apply all or any part of such funds toward the payment of any such Real Property Impositions or premiums that are past due, together with any penalties or late charges with respect thereto. The conveyance or transfer of Grantor's interest in the Mortgaged Property for any reason (including without limitation the foreclosure of a subordinate lien or security interest or a transfer by operation of law) constitutes an assignment or transfer of Grantor's interest in and rights to such funds held by Beneficiary under this Section, but subject to the rights of Beneficiary under this Deed of Trust.

5.13 **Financial Information.** Grantor agrees to provide, or cause to be provided, promptly to Beneficiary, all information reasonably requested by Beneficiary concerning the Mortgaged Property and the financial status of Grantor and of any other parties obligated on the Indebtedness, including without limitation operating statements, rent rolls, balance sheets, statements of income and retained earnings, cash flow statements, financial statements and tax returns, in form and substance satisfactory to Beneficiary.

5.14 **Appraisals.** Grantor agrees and covenants that Beneficiary, at its option, may from time to time during the term of this Deed of Trust, require that appraisals be made of the Mortgaged Property by an appraiser satisfactory to Beneficiary. Any such appraisal must cover such matters as Beneficiary may require and be in form and substance satisfactory to Beneficiary. Grantor will pay for any and all expenses incurred by Beneficiary in connection with any such appraisal, with such payment to be made within ten (10) days after written request by Beneficiary.

5.15 **Entry and Inspection.** Upon prior notice, Grantor will permit Beneficiary and its agents at all reasonable times to enter, examine and inspect the Mortgaged Property.

5.16 **Forfeiture.** Grantor represents and warrants to Beneficiary that neither Grantor nor any other person has committed any act or omission, or has consented to any act or omission, with respect to the Mortgaged Property that would or could afford any Governmental Authority the right or remedy of forfeiture of all or any part of the Mortgaged Property, any other collateral securing the Note or the Indebtedness, or any property (including but not limited to money paid) delivered to Beneficiary or any other party in performance of Grantor's obligations arising in connection with the Indebtedness, or any interest in or income, profits or proceeds of any of the property described in this Deed of Trust. Grantor agrees not to engage in any act or permit any act or omission to exist that would afford any Governmental Authority the right or remedy of forfeiture of all or any part of the Mortgaged Property. Without limiting the generality of the preceding sentence, the filing of any charges or the commencement or threatened commencement of any proceeding against Grantor or any other person liable on the Indebtedness, or against any of the Mortgaged Property or anyone having an interest in, or use or possession of any of the Mortgaged Property, which asserts or could afford any Governmental Authority the right or remedy to forfeit any of such Mortgaged Property, constitutes, at Beneficiary's election, an event of default under this Deed of Trust and all of the Indebtedness described in and secured by this Deed of Trust.

5.17 Cross-Collateralization and Additional Obligations Secured. This Deed of Trust secures, in addition to the Note described herein, (a) all present and future indebtedness, obligations, and liabilities of Borrower to Capstone Capital Partners, LLC (“Capstone”), whether direct or indirect, absolute or contingent, and (b) any renewals, extensions, modifications, or substitutions thereof. Borrower expressly agrees that the lien of this Deed of Trust shall secure all such indebtedness, including obligations owed to Capstone in connection with other projects, loans, or ventures in which Capstone is a lender, participant, or co-lender, regardless of whether other lenders also hold interests in those loans. Borrower further agrees that a default under any such other obligation of Borrower in which Capstone is a lender or participant shall constitute a default hereunder. Capstone may, upon any such default, exercise all rights and remedies available under this Deed of Trust and any other instrument securing any obligation of Borrower in which Capstone has an interest, subject to lien priorities and the terms of any applicable intercreditor or participation agreement.

ARTICLE 6
[INTENTIONALLY DELETED]

ARTICLE 7
CONDEMNATION

7.1 Notice of Condemnation Proceedings. If the Mortgaged Property or any part thereof or any interest therein is taken or damaged by reason of exercise of the power of eminent domain (including inverse condemnation) or in any similar manner (collectively, “Condemnation”), or if Grantor receives any notice or other information regarding a Condemnation proceeding, then Grantor must give prompt written notice thereof to Beneficiary.

7.2 Condemnation Proceeds. Upon any Condemnation affecting all or any portion of the Mortgaged Property, Beneficiary is entitled to and must receive the entire compensation, awards and other payments or relief therefore (collectively, “Condemnation Proceeds”) that Grantor is entitled to receive pursuant to the Condemnation (less costs, fees and expenses incurred by Beneficiary in the collection thereof, including, without limitation, attorneys’ fees and expenses, to the extent permitted by law) and such sum will be applied against all sums payable to Beneficiary under this Deed of Trust and under any other Loan Document, against accrued but unpaid interest under the Indebtedness and against the principal balance of the Indebtedness, whether or not due according to its terms, and in such order as Beneficiary shall determine. Grantor assigns to Beneficiary all of Grantor’s right, title and interest in and to all Condemnation Proceeds, including, without limitation, interest. If Grantor receives any Condemnation Proceeds, then Grantor must immediately deliver the Condemnation Proceeds to Beneficiary in the form received.

7.3 Condemnation Proceedings. If any action is filed to condemn all or part of the Mortgaged Property under the power of eminent domain, or any action is filed to acquire the temporary use of all or part of the Mortgaged Property, or any such action is filed to acquire the temporary use of all or part of the Mortgaged Property, or any such action is threatened, then Beneficiary has the right (but not the obligation), and Grantor irrevocably appoints Beneficiary as Grantor’s true and lawful agent and attorney-in-fact, with full power of substitution, in Beneficiary’s name, in Grantor’s name, or otherwise to make proof of loss for, adjust, settle, any such condemnation claim, and to receive the Condemnation Proceeds and endorse Grantor’s name to and negotiate any draft, check or other instrument given in payment of such claim. No agreement, settlement, conveyance or transfer to or with the condemning authority will be made without the consent of Beneficiary, whether or not Beneficiary elects to participate in such proceeding, negotiation or settlement. Grantor will execute and deliver any agreements, instruments or documents necessary to effect collection of any Condemnation Proceeds, with interest thereon. The provisions of this Article 7 will not create any duty on the part of Beneficiary to collect the Condemnation Proceeds and the Beneficiary is not responsible for the failure to collect the same regardless of the cause of such failure.

**ARTICLE 8
INDEMNIFICATION**

Grantor will indemnify and hold harmless Beneficiary and Trustee from and against, and reimburse them on demand for, any and all any and all claims, demands, liabilities (including strict liability), losses, damages (including consequential damages), actions, causes of action, proceedings, obligations, debts, judgments, awards, fines, penalties, charges, fees, costs and expenses (including, without limitation, reasonable fees and expenses of attorneys and other professional consultants and experts, and of the investigation and defense of any claim, whether or not such claims is ultimately withdrawn or defeated, and the settlement of any claim or judgment including all value paid or given in settlement) of every kind, known or unknown, foreseeable or unforeseeable, which may be imposed upon, asserted against or incurred or paid by Beneficiary and/or Trustee at any time and from time to time, whenever imposed, asserted or incurred, because of, resulting from, in connection with, or arising out of any transaction, act, omission, event or circumstance in any way connected with the Mortgaged Property or with this Deed of Trust or any other Loan Document, including but not limited to any bodily injury or death or property damage occurring in or upon or in the vicinity of the Mortgaged Property through any cause whatsoever at any time on or before the Release Date (as hereinafter defined), any act performed or omitted to be performed under this Deed of Trust or under any other Loan Document, any breach by Grantor of any representation, warranty, covenant, agreement or condition contained in this Deed of Trust or in any other Loan Document, any Default as defined in this Deed of Trust, any claim under or with respect to any Lease and any violation of any Environmental Requirement. For purposes of this Article 8, the terms "Beneficiary" and "Trustee" include the directors, officers, partners, employees and agents of Trustee and Beneficiary, respectively, and any persons owned or controlled by, owning or controlling, or under common control or affiliated with Beneficiary or Trustee, respectively.

WITHOUT LIMITATION, THE FOREGOING INDEMNITIES APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO MATTERS THAT IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF, OR ARE CLAIMED TO BE CAUSED BY OR ARISE OUT OF, THE NEGLIGENCE OR STRICT LIABILITY OF SUCH (AND/OR ANY OTHER) INDEMNIFIED PERSON. HOWEVER, SUCH INDEMNITIES WILL NOT APPLY TO A PARTICULAR INDEMNIFIED PERSON TO THE EXTENT THAT THE SUBJECT OF THE INDEMNIFICATION IS CAUSED BY OR ARISES OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THAT INDEMNIFIED PERSON.

Any amount to be paid under this Article 8 by Grantor to Beneficiary and/or Trustee is an obligation owing by Grantor (that Grantor promises to pay) to Beneficiary and/or Trustee on demand, will bear interest at the rate provided in the Note and will be added to and constitute a part of the Indebtedness secured by this Deed of Trust. "Release Date" means the earlier of the following two dates: (i) the date on which the Indebtedness and obligations in the Loan Documents secured hereby have been paid and performed in full and this Deed of Trust has been released, or (ii) the date on which the lien of this Deed of Trust is fully and finally foreclosed or a conveyance by deed in lieu of such foreclosure is fully and finally effective, and possession of the Mortgaged Property has been given to the purchaser or grantee free of occupancy and claims to occupancy by Grantor and Grantor's heirs, devisees, representatives, successors and assigns. The indemnities in this Article 8, in the remainder of this Deed of Trust, or in any other Loan Document will not terminate upon the Release Date or upon the release, foreclosure or other termination of this Deed of Trust but will survive the Release Date, foreclosure of this Deed of Trust or conveyance in lieu of foreclosure, the repayment of the Indebtedness, the discharge and release of this Deed of Trust and the other Loan Documents, any bankruptcy or other debtor relief proceeding, and any other event whatsoever.

ARTICLE 9
EVENTS OF DEFAULT AND LENDER REMEDIES

9.1 **Events of Default.** The occurrence of any one of the following will be a default under this Deed of Trust (“**Event of Default**”):

- a. **Failure to Pay Indebtedness.** Any of the Indebtedness is not paid when due, whether by acceleration or otherwise.
- b. **Nonperformance of Covenants.** Any covenant in the Loan Documents is not fully and timely performed, or the occurrence of any default or event of default thereunder.
- c. **False Representation.** Any statement, representation or warranty in the Loan Documents, any financial statement or any other writing delivered to Beneficiary in connection with the Indebtedness is false, misleading or erroneous in any material respect.
- d. **Bankruptcy or Insolvency.** Grantor or any person obligated to pay any part of the Indebtedness: (i) does not pay its debts as they become due or admits in writing its inability to pay its debts or makes a general assignment for the benefit of creditors; (ii) commences any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors; (iii) in any involuntary case, proceeding or other action commenced against it which seeks to have an order for relief entered against it, as debtor, or seeks reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, fails to obtain a dismissal of such case, proceeding or other action within sixty (60) days of its commencement, or converts the case from one chapter of the Federal Bankruptcy Code to another chapter, or is the subject of an order for relief; (iv) has a trustee, receiver, custodian or other similar official appointed for or take, possession of all or any part of the Mortgaged Property or any other of its property or has any court take jurisdiction of any other of its property which remains undismissed for a period of sixty (60) days (except where a shorter period is specified in the immediately following subparagraph (v)); (v) fails to have discharged within a period often (10) days any attachment, sequestration, or similar writ levied upon any property of such person; or (vi) fails to pay immediately any final money judgment against such person.
- e. **Foreclosure of Other Liens.** The holder of any lien, security interest or assignment on the Mortgaged Property institutes any proceedings for the enforcement of its remedies thereunder.
- f. **Liquidation, Death, Etc.** The liquidation, termination, failure to maintain good standing in the State of Texas (if applicable), death or legal incapacity of Grantor, the maker of the Note if other than Grantor, or any guarantor.
- g. **Other Loan Documents.** A default or event of default occurs under any Loan Document, other than this Deed of Trust, and the same is not remedied within the applicable period of grace (if any) provided in such Loan Document.

9.2 **Exercise of Specific Remedies.** If an Event of Default occurs, then Beneficiary may exercise any one or more of the following remedies, without notice (unless notice is required by applicable statute):

- a. **Acceleration.** Upon the occurrence of an Event of Default described in Section 9.1 of this Deed of Trust, the entire principal of and accrued interest of the Indebtedness will forthwith be due and payable without demand, presentment for payment, notice of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices of further actions of any kind, all of which are hereby expressly waived by Grantor. In the event that any other Event of Default occurs and is continuing, Beneficiary may declare the Indebtedness immediately due and payable, whereupon all of the Indebtedness will be forthwith due and payable without demand, presentment for payment, notice of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices or further actions of any kind, all of which are expressly waived by Grantor. Grantor waives notice of intent to accelerate and notice of acceleration.

b. **Enforcement of Assignment of Rents and Leases.** Prior or subsequent to taking possession of any portion of the Mortgaged Property or taking any action with respect to such possession, Beneficiary may to the extent and in accordance with the provisions of the Texas Assignment of Rents Act (Texas Property Code, Chapter 64): (i) collect and/or sue for the Rents in Beneficiary's own name, give receipts and releases therefor, and after deducting all expenses of collection, including attorneys' fees and expenses, apply the net proceeds thereof to any Indebtedness as Beneficiary may elect; (ii) make, modify, enforce, cancel, terminate or accept surrender of any Leases, evict tenants, adjust the Rents, maintain, decorate, refurbish, repair, clean, and make space ready for renting, and otherwise do anything Beneficiary deems advisable in connection with the Mortgaged Property; (iii) apply the Rents so collected to the operation and management of the Mortgaged Property, including the payment of management, brokerage and attorneys' fees and expenses, and/or to the Indebtedness; and (iv) require Grantor to transfer all security deposits and records thereof to Beneficiary together with all original counterparts of the Leases.

c. **Foreclosure.**

i. Notice and Sale. Beneficiary may require the Trustee to sell all or part of the Mortgaged Property, at public auction, to the highest bidder, for cash, at the county courthouse of the county in Texas in which the Mortgaged Property or any part thereof is situated, or if the Mortgaged Property is located in more than one county such sale may be made at the courthouse in any county in which the Mortgaged Property is situated. The sale will take place at such area of the courthouse as is properly designated from time to time by the commissioners court (or, if not so designated by the commissioners court, at such other area in the courthouse as may be provided in the notice of sale hereinafter described) of the specified county, between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m. (the commencement of such sale to occur within three hours following the time designated in the hereinafter-described notice of sale as the earliest time at which such sale will occur, if required by applicable law) on the first Tuesday of any month, after giving notice of the time, place and terms of said sale (including the earliest time at which such sale will occur) and of the property to be sold in the manner hereinafter described. Notice of a sale of all or part of the Mortgaged Property by the Trustee will be given by posting written notice thereof at the courthouse door (or other area in the courthouse as may be designated for such public notices) of the county in which the sale is to be made, and by filing a copy of the notice in the office of the county clerk of the county in which the sale is to be made, at least twenty-one (21) days preceding the date of the sale, and if the property to be sold is in more than one county a notice will be posted at the courthouse door (or other area in the courthouse as may be designated for such public notices) and filed with the county clerk of each county in which the property to be sold is situated. In addition, Beneficiary will, at least twenty-one (21) days preceding the date of sale, serve written notice of the proposed sale by certified mail on Grantor and each debtor obligated to pay the debt according to the records of Beneficiary. Service of such notice will be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such debtor at the most recent address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed is prima facie evidence of the fact of service. Any notice that is required or permitted to be given to Grantor may be addressed to Grantor at Grantor's address as stated below. Any notice that is to be given by certified mail to any other debtor may, if no address for such other debtor is shown by the records of Beneficiary, be addressed to such other debtor at the address of Grantor as is shown by the records of Beneficiary. Notwithstanding the foregoing provisions of this subparagraph, notice of such sale given in accordance with the requirements of the applicable laws of the State of Texas in effect at the time of such sale will constitute sufficient notice of such sale. Trustee may sell all or any portion of the Mortgaged Property, together or in lots or parcels, and may execute and deliver to the purchaser or purchasers of such property good and sufficient deeds of conveyance of fee simple title with covenants of general warranty made on behalf of Grantor. In no event is Trustee required to exhibit, present or display at any such sale any of the personalty described herein to be sold at such sale.

ii. Application of Sale Proceeds. Trustee making such sale will receive the proceeds thereof and will apply the same as follows: (i) first, to the payment of all expenses of advertising, selling and conveying the Mortgaged Property, including the expenses of Trustee and a reasonable Trustee's fee or commission; (ii) second, to the payment of the Indebtedness, so far as may be possible, discharging first that portion of the Indebtedness arising under the covenants or agreements herein contained and not evidenced by the Note in any order as Beneficiary may determine; (iii) third, to the payment of any amounts to persons legally entitled thereto and required by law to be paid prior to payment to Grantor; and (iv) fourth, the balance, if any, to the Grantor. Payment of the purchase price to Trustee will satisfy the obligation of the purchaser at such sale therefor, and such purchaser will not be responsible for the application thereof.

iii. Multiple Sales. The sale or sales by Trustee of less than the whole of the Mortgaged Property will not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sale or sales under such power until the whole of the Mortgaged Property will be sold; and if the proceeds of such sale or sales of less than the whole of the Mortgaged Property is less than the aggregate of the Indebtedness and the expenses thereof, then this Deed of Trust and the lien, security interest and assignment of this Deed of Trust remain in full force and effect as to the unsold portion of the Mortgaged Property just as though no sale or sales had been made; provided, however, that Grantor will never have any right to require the sale or sales of less than the whole of the Mortgaged Property, but Beneficiary has the right, at its sole election, to request Trustee to sell less than the whole of the Mortgaged Property. If default is made under this Deed of Trust, then the holder of the Indebtedness or any part thereof on which the payment is delinquent has the option to proceed with foreclosure in satisfaction of such item either through judicial proceedings or by directing Trustee to proceed as if under a full foreclosure, conducting the sale as herein provided without declaring the entire Indebtedness due, and if sale is made because of default of an installment, or a part of an installment, such sale may be made subject to the unmatured part of the Indebtedness; and it is agreed that such sale, if so made, will not in any manner affect the unmatured part of the Indebtedness, but as to such unmatured part this Deed of Trust will remain in full force and effect as though no sale had been made under the provisions of this subparagraph. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Indebtedness.

iv. Foreclosure Documents. At any such sale (1) Grantor agrees, on its behalf and on behalf of its heirs, executors, administrators, successors, personal representatives and assigns, that any and all recitals made in any deed of conveyance given by Trustee with respect to the identity of Beneficiary, the occurrence or existence of any default, the acceleration of the maturity of any of the Indebtedness, the request to sell, the notice of sale, the giving of notice to all debtors legally entitled thereto, the time, place, terms, and manner of sale, and receipt, distribution and application of the money realized therefrom, or the due and proper appointment of a substitute Trustee, and, without being limited by the foregoing, with respect to any other act or thing having been duly done by Beneficiary or by Trustee hereunder, will be taken by all courts of law and equity as prima facie evidence that the statements or recitals state facts and are without further question to be so accepted, and Grantor ratifies and confirms every act that Trustee or any substitute Trustee hereunder may lawfully do in the premises by virtue hereof, and (2) the purchaser may disaffirm any easement granted, or rental, lease or other contract made in violation of any provision of this Deed of Trust, and may take immediate possession of the Mortgaged Property free from, and despite the terms of, such grant of easement and rental or lease contract.

v. **Purchase by Beneficiary.** Beneficiary or a related party may bid and become the purchaser of all or any part of the Mortgaged Property at any trustee's or foreclosure sale hereunder, and the amount of such successful bid may be credited on the Indebtedness.

d. **Uniform Commercial Code.** Without limitation of Beneficiary's rights of enforcement with respect to the Collateral or any part thereof in accordance with the procedures for foreclosure of real estate, Beneficiary may exercise its rights of enforcement with respect to the Collateral or any part thereof under the Code as amended (or under the Uniform Commercial Code in force in any other state to the extent the same is applicable law). In the event of a foreclosure sale, whether made by Trustee under the terms hereof, or under judgment of a court, the Collateral and the other Mortgaged Property may, at the option of Beneficiary, be sold as a whole. Any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of the Indebtedness or as to the occurrence of any default, or as to Beneficiary having declared all of the Indebtedness to be due and payable, or as to notice of time, place and terms of sale and of the properties to be sold having been duly given, or as to any other act or thing having been duly done by Beneficiary, will be taken as prima facie evidence of the truth of the facts so stated and recited. Written notice mailed to Grantor as provided herein at least ten (10) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made will constitute reasonable notice.

e. **Lawsuits.** Beneficiary may proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction.

f. **Entry on Mortgaged Property.** Upon occurrence of an Event of Default under this Deed of Trust, Beneficiary may enter into and upon and take possession of all or any part of the Mortgaged Property, and may exclude Grantor, and all persons claiming under Grantor, and its or their agents or servants, wholly or partly therefrom; and, holding the same, Beneficiary may use, administer, manage, operate, and control the Mortgaged Property and may exercise all rights and powers of Grantor in the name, place and stead of Grantor, or otherwise, as the Beneficiary deems best; and in the exercise of any of the foregoing rights and powers Beneficiary will not be liable to Grantor for any loss or damage thereby sustained unless due solely to the willful misconduct or gross negligence of Beneficiary.

9.3 **Tenancy at Will.** In the event of a trustee's sale hereunder and if at the time of such sale Grantor or any other party occupies the portion of the Mortgaged Property so sold or any part thereof, such occupant will immediately become the tenant of the purchaser at such sale, which tenancy will be a tenancy from day to day, terminable at the will of either tenant or landlord, at a reasonable rental per day based upon the value of the portion of the Mortgaged Property so occupied, such rental to be due and payable daily to the purchaser. An action of forcible detainer will lie if the tenant holds over after a demand in writing for possession of such Mortgaged Property.

9.4 **Substitute Trustee.** If, for any reason, Beneficiary prefers to appoint a substitute Trustee under this Deed of Trust, Beneficiary may, from time to time, appoint one or more substitute Trustees, without procuring the resignation of the former Trustee and without other formality than the execution and acknowledgment by Beneficiary of a written instrument appointing and designating such successor or substitute Trustee, who becomes vested with and succeed to all the estates, rights, powers, and duties of the original Trustee named herein. Such appointment may be executed by anyone acting in a representative capacity, and such appointment will be conclusively presumed to have been executed with appropriate authority.

9.5 **Beneficiary's Right to Perform.** At anytime after an Event of Default has occurred and is continuing, and without notice to or demand upon Grantor and without waiving or releasing any other right, remedy or recourse, Beneficiary may (but is not obligated to) make such payment or perform such act for the account of and at the expense of Grantor, and will have the right to enter upon the Mortgaged Property for such purpose and to take all such action as it may deem necessary or appropriate.

9.6 **Other Rights.** Beneficiary may exercise any and all other rights, remedies and recourses granted under the Loan Documents, or now or hereafter existing in equity or at law for the protection and preservation of the Mortgaged Property.

9.7 **Remedies Cumulative, Concurrent and Nonexclusive.** Beneficiary has all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including, without limitation, those granted by the Code and applicable to the Mortgaged Property, or any portion thereof), and same (a) are cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Grantor or others obligated for the Indebtedness, or any part thereof or against any one or more of them, or against the Mortgaged Property, at the sole discretion of Beneficiary, (c) may be exercised as often as occasion therefor arises, it being agreed by Grantor that the exercise of or failure to exercise any of same will in no event be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and are, nonexclusive.

ARTICLE 10 WAIVERS

10.1 **Waiver of Rights and Remedies of Sureties.** Grantor waives any right or remedy that Grantor may have or be able to assert pursuant to Chapter 34 of the Business and Commerce Code of the State of Texas pertaining to the rights and remedies of sureties.

10.2 **Waiver of Deficiency Statute.** IN THE EVENT AN INTEREST IN ANY OF THE MORTGAGED PROPERTY IS FORECLOSED UPON PURSUANT TO A JUDICIAL OR NONJUDICIAL FORECLOSURE SALE, GRANTOR MAKES THE AGREEMENTS AS SET FORTH IN THIS SECTION 10.2. NOTWITHSTANDING THE PROVISIONS OF SECTIONS 51.003, 51.004, AND 51.005 OF THE TEXAS PROPERTY CODE (AS THE SAME MAY BE AMENDED FROM TIME TO TIME), AND TO THE EXTENT PERMITTED BY LAW, GRANTOR AGREES THAT BENEFICIARY IS ENTITLED TO SEEK A DEFICIENCY JUDGMENT FROM GRANTOR AND ANY OTHER PARTY OBLIGATED ON THE NOTE EQUAL TO THE DIFFERENCE BETWEEN THE AMOUNT OWING ON THE NOTE AND THE AMOUNT FOR WHICH THE MORTGAGED PROPERTY WAS SOLD PURSUANT TO JUDICIAL OR NONJUDICIAL FORECLOSURE SALE. GRANTOR FURTHER RECOGNIZES AND AGREES THAT THIS WAIVER CREATES AN IRREBUTTABLE PRESUMPTION THAT THE FORECLOSURE SALE PRICE IS EQUAL TO THE FAIR MARKET VALUE OF THE MORTGAGED PROPERTY FOR PURPOSES OF CALCULATING DEFICIENCIES OWED BY GRANTOR, GUARANTOR, AND OTHERS AGAINST WHOM RECOVERY OF A DEFICIENCY IS SOUGHT.

10.3 **Waiver of Consumer Rights under the DTPA.** GRANTOR REPRESENTS AND ACKNOWLEDGES THAT (I) IT IS A "BUSINESS CONSUMER" AS DEFINED IN THE TEXAS DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT, AS SAME MAY BE AMENDED, SUPPLEMENTED, REPLACED OR SUCCEEDED FROM TIME TO TIME (THE "ACT"), (II) IT HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF A TRANSACTION, (III) IT IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION WITH RESPECT TO BENEFICIARY, (IV) IT HAS BEEN REPRESENTED BY COUNSEL OF ITS SELECTION IN CONNECTION WITH THE LOAN AND THE TRANSACTIONS CONTEMPLATED THEREBY OR UNDER ANY OF THE OTHER LOAN DOCUMENTS, WHICH COUNSEL WAS NOT DIRECTLY OR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY BENEFICIARY OR AN AGENT OR BENEFICIARY, (V) THE TRANSACTIONS INVOLVE TOTAL CONSIDERATION BY GRANTOR OF MORE THAN ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS, AND (VI) THE TRANSACTIONS AND THE DOCUMENTS DO NOT INVOLVE GRANTOR'S RESIDENCE. FURTHERMORE, GRANTOR WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-- CONSUMER PROTECTION ACT, SECTION 17.41ET. SEQ., TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF GRANTOR'S OWN SELECTION GRANTOR VOLUNTARILY CONSENTS TO THIS WAIVER.

10.4 Waiver of Right to Trial by Jury. GRANTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM THAT RELATES TO OR ARISES OUT OF ANY OF THE LOAN DOCUMENTS OR THE ACTS OR FAILURE TO ACT OF OR BY BENEFICIARY IN THE ENFORCEMENT OF ANY OF THE TERMS OR PROVISIONS OF THIS DEED OF TRUST OR THE OTHER LOAN DOCUMENTS.

10.5 Waiver of Marshalling of Assets and Certain Other Rights. To the extent that Grantor may lawfully do so, Grantor expressly waives any right pertaining to the marshalling of assets, the exemption of homestead, the administration of estates of decedents, or other matter to defeat, reduce or affect the right of Beneficiary to sell the Mortgaged Property for the collection of the Indebtedness (without any prior or different resort for collection), or the right of Beneficiary to the payment of the Indebtedness out of the proceeds of sale of the Mortgaged Property in preference to every other person and claimant.

ARTICLE 11 MISCELLANEOUS

11.1 Collection. If the Indebtedness is collected by legal proceedings, whether through a probate or bankruptcy court or otherwise, or placed in the hands of an attorney for collection after an Event of Default or maturity, Grantor agrees to pay the attorneys' and collection fees and expenses as set forth in the Note, and such fees and expenses will be added to and become a part of the Indebtedness secured by this Deed of Trust.

11.2 Change in Ownership. If the ownership (legal or beneficial) of the Mortgaged Property or any part thereof becomes vested in a person other than Grantor, or in the event of a change of any ownership of Grantor (legal or beneficial), Beneficiary may, without notice to Grantor, deal with such successor or successors in interest with reference to this Deed of Trust and to the Indebtedness in the same manner as with Grantor without in any way vitiating or discharging Grantor's liability hereunder or upon the Indebtedness. No sale of the Mortgaged Property, and no forbearance on the part of Beneficiary, and no extension of the time for the payment of the Indebtedness, will operate to release or affect the original liability of Grantor.

11.3 Subrogation. To the extent that proceeds of the Indebtedness are used to pay any outstanding lien, charge or encumbrance affecting the Mortgaged Property, such proceeds have been advanced by Beneficiary at Grantor's request, and Beneficiary is subrogated to all rights, interests and liens owned or held by any owner or holder of such outstanding liens, charges and encumbrances, irrespective of whether such liens, charges or encumbrances are released of record; provided, however, that the terms and provisions of this Deed of Trust will govern the rights and remedies of Beneficiary and supersede the terms, provisions, rights, and remedies under the lien or liens to which Beneficiary is subrogated hereunder.

11.4 Application of Payments to Certain Indebtedness. If any part of the Indebtedness cannot be lawfully secured by this Deed of Trust or if any part of the Mortgaged Property cannot be lawfully subject to the lien and security interest hereof to the full extent of such Indebtedness, the portion of the Indebtedness that is not secured by this Deed of Trust will be completely paid prior to the payment of the secured portion of the Indebtedness, and all payments made on account of the Indebtedness will be considered paid on and applied first to the complete payment of the portion of the Indebtedness which is not secured by this Deed of Trust.

11.5 **Release of Lien.** If Grantor performs each of the covenants and agreements in this Deed of Trust, then this conveyance will become null and void and will be released at Grantor's written request and expense; otherwise, it will remain in full force and effect. No release or modification of this conveyance, or of the lien, security interest or assignment created and evidenced hereby, is valid unless executed by Beneficiary.

11.6 **Partial Release of Lien, Extension, Etc.** Any part of the Mortgaged Property may be released by Beneficiary without affecting the lien, security interest and assignment hereof against the remainder. The lien, security interest and other rights granted by this Deed of Trust will not affect or be affected by any other security taken to secure the Indebtedness. The taking of additional security, or the extension or renewal of the Indebtedness or any part thereof, will not release or impair the lien, security interest and other rights granted by this Deed of Trust, or affect the liability of any endorser or guarantor or improve the right of any permitted junior lienholder; and this Deed of Trust, as well as any instrument given to secure any renewal, rearrangement, extension, amendment, increase, consolidation, or modification of the Indebtedness, or any part thereof, will be and remain a first and prior lien, except as otherwise provided herein, on all of the Mortgaged Property not expressly released until the Indebtedness is paid in full.

11.7 **Limitation on Interest.** All agreements between Grantor and Beneficiary, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of acceleration of the maturity of any of the Indebtedness or otherwise, may the interest contracted for, charged or received by Beneficiary exceed the maximum amount permissible under applicable law. If from any circumstance whatsoever, interest would otherwise be payable to Beneficiary in excess of the maximum lawful amount, the interest payable to Beneficiary will be reduced to the maximum amount permitted under applicable law; and if from any circumstance Beneficiary ever receives anything of value deemed interest by applicable law in excess of the maximum lawful amount, an amount equal to any excessive interest will be applied to the reduction of the principal balance of the Indebtedness and not to the payment of interest or, if such excessive interest exceeds the unpaid balance of principal of the Indebtedness, such excess will be refunded to Grantor. All interest paid or agreed to be paid to Beneficiary will, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full period until payment in full of the principal of the Indebtedness (including the period of any renewal or extension thereof) so that the interest thereon for such full period will not exceed the maximum amount permitted by applicable law. This Section controls all agreements between Grantor and Beneficiary.

11.8 **Further Assurances.** Grantor will, promptly on request of Beneficiary, (a) correct any defect, error or omission that may be discovered in the contents, execution or acknowledgment of this Deed of Trust or any other Loan Document; and (b) execute, acknowledge, deliver, procure and record and/or file such further documents (including, without limitation, further deeds of trust, security agreements, financing statements, continuation statements, and assignments of rents or leases) or do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Deed of Trust and the other Loan Documents, to more fully identify and subject to the liens and security interests hereof any property intended to be covered hereby (including specifically, but without limitation, any renewals, additions, substitutions, replacements, or appurtenances to the Mortgaged Property) or as deemed advisable by Beneficiary to protect the lien or the security interest hereunder against the rights or interests of third persons.

11.9 **Advances, Expenses and Fees.** Without limiting of any other provision of this Deed of Trust or of any other Loan Document and to the extent not prohibited by applicable law, Grantor will pay, and will reimburse to Beneficiary and/or Trustee on demand to the extent paid by Beneficiary and/or Trustee: (a) all costs and expenses of every character incurred by Grantor or Beneficiary and/or Trustee in connection with the preparation of the Loan Documents, the evaluation, closing and funding or the monitoring or administration of the loan evidenced by the Loan Documents, and any and all amendments and supplements to this Deed of Trust, the Note or any other Loan Documents or any approval, consent, waiver, release or other matter requested or required hereunder or thereunder, or otherwise attributable or chargeable to Grantor as owner of the Mortgaged Property; and (b) all costs and expenses, including reasonable attorneys' fees and expenses, incurred or expended in connection with the exercise of any right or remedy by Beneficiary or Trustee, or the enforcement or performance of any obligation of Grantor, hereunder or under any other Loan Document. Such amounts will be payable on demand by Grantor, bear interest at the rate provided in the Note and be added to and constitute a part of the Indebtedness secured by this Deed of Trust.

11.10 **No Waiver.** No waiver of any Event of Default or any other default on the part of Grantor or breach of any of the provisions of this Deed of Trust or of any other Loan Document will be considered a waiver of any other or subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted will be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers under this Deed of Trust will be held to exhaust such rights and powers, and every such right and power may be exercised from time to time. Acceptance by Beneficiary of partial payments will not constitute a waiver of the default by failure to make full payments.

11.11 **Beneficiary's Consent.** In any instance hereunder where Beneficiary's approval or consent is required or the exercise of Beneficiary's judgment is required, the granting or denial of such approval or consent and the exercise of such judgment will be within the sole discretion of Beneficiary free from any limitation or requirement of reasonableness, and Beneficiary will not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment in any particular manner regardless of the reasonableness of either the request or Beneficiary's judgment.

11.12 **No Impairment of Security.** The lien, security interest and other security rights of Beneficiary hereunder or under any other Loan Document will not be impaired by any indulgence, moratorium or release granted by Beneficiary including, but not limited to, any renewal, extension or modification which Beneficiary may grant with respect to any secured indebtedness, or any surrender, compromise, release, renewal, extension, exchange or substitution which Beneficiary may grant in respect of the Mortgaged Property, or any part thereof or any interest therein, or any release or indulgence granted to any endorser, guarantor or surety of any secured indebtedness. The taking of additional security by Beneficiary will not release or impair the lien, security interest or other security rights of Beneficiary hereunder or affect the liability of Grantor or of any endorser, guarantor or surety, or improve the right of any junior lienholder in the Mortgaged Property (without implying hereby Beneficiary's consent to any junior lien).

11.13 **Enforceability.** This instrument is deemed to be and may be enforced from time to time as a Deed of Trust, Chattel Mortgage, Assignment, Contract, Security Agreement, Financing Statement, or Lien on Machinery Situated on Realty, and from time to time as any one or more thereof, and constitutes a "fixture filing" for purposes of Article 9 of the Code.

11.14 **Severability.** If any provision of this Deed of Trust is held to be illegal, invalid, or unenforceable under present or future laws effective while this Deed of Trust is in effect, the legality, validity and enforceability of the remaining provisions of this Deed of Trust is not affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there will be added automatically as a part of this Deed of Trust a provision that is legal, valid and enforceable and as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

11.15 **Notices.** All notices, demands, requests, approvals and other communications required or permitted under this Deed of Trust will be given by either party hereto to the other in writing and will be deemed to have been properly given when presented personally or deposited in a regularly maintained mail receptacle of the United States Postal Service, postage prepaid, registered or certified, return receipt requested, addressed to the parties at the addresses stated in the first paragraph of this Deed of Trust or to such other address as Grantor or Beneficiary may from time to time designate by written notice.

11.16 **Successors and Assigns.** The covenants and agreements in this Deed of Trust bind, and the benefits and advantages inure to, the respective heirs, executors, administrators, successors, assigns, and legal representatives of the parties hereto. Whenever used, the singular number includes the plural, the plural the singular, and the use of any gender is applicable to all genders.

11.17 **Headings.** The article, section and subsection headings hereof are inserted for convenience of reference only and will not alter, define, or be used in construing the text of such articles, sections or subsections.

11.18 **Applicable Law.** THIS DEED OF TRUST, AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION, ARE GOVERNED BY TEXAS LAW (WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES) AND APPLICABLE UNITED STATES FEDERAL LAW.

11.19 **Entire Agreement.** The Loan Documents constitute the entire understanding and agreement between Grantor and Beneficiary with respect to the transactions arising in connection with the Indebtedness secured hereby and supersede all prior written or oral understandings and agreements between Grantor and Beneficiary with respect to the matters addressed in the Loan Documents. Grantor acknowledges that, except as incorporated in writing in the Loan Documents, there are not, and were not, and no persons are or were authorized by Beneficiary to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the matters addressed in the Loan Documents.

THE WRITTEN LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

BORROWER:

**LV PENINSULA HOLDING, LLC, A TEXAS LIMITED
LIABILITY COMPANY**

/s/ Nicolai Brune

BY: NICOLAI BRUNE

**TITLE: CHIEF FINANCIAL OFFICER AND AUTHORIZED
AGENT**

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ by **NICOLAI BRUNE, CHIEF FINANCIAL OFFICER AND
AUTHORIZED AGENT** of **LV PENINSULA HOLDING, LLC, A TEXAS LIMITED LIABILITY COMPANY**.

(Signature of officer)

(Title of officer)

My Commission Expires: _____

EXHIBIT "A"

Being that certain tract of land stated to contain 59.3712 acres, more or less, out of the K. BALDWIN SURVEY NO. 600, ABSTRACT 90, Travis County, Texas; and out of a portion of Lot 1, AMENDED PLAT OF THE COVE AT LAGO VISTA, a subdivision in Travis County, Texas, according to the map or plat there of recorded in Volume 87, Page 174C, Plat Records of Travis County, Texas, and more particularly described as follows:

FIELD NOTES FOR 59.3712 ACRES OF LAND OUT OF THE J. K. BALDWIN SURVEY NO. 609, TRAVIS COUNTY, CITY OF LAGO VISTA, TEXAS, BEING COMPOSED OF THREE TRACTS OF 23.76 ACRES, 18.219 ACRES, AND 16.84 ACRES, BEING THOSE SAME TRACTS CONVEYED TO G & G/PENINSULA, LP, CALLED 23.72 ACRES IN DOCUMENT NO. 2005114202, CALLED 18.231 ACRES AND 16.84 ACRES IN DOCUMENT NO. 2005114201, TRAVIS COUNTY OFFICIAL PUBLIC RECORDS (TCOPR), AND 0.5522 ACRE OF LAND, CALLED 24,504 SQUARE FEET, CONVEYED TO G & G PENINSULA, LP, IN DOCUMENT NO. 2008034575, TCOPR, SAID 59.3712 ACRES BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" steel pin found at the northwest corner of said 18.231 acre tract, also the northeast corner of a 3.02 acre tract conveyed to Hugh Beadles by deed recorded in Book 12790, Page 2082, TCOPR, also a point in the south right-of-way (ROW) line of Highland Lake Drive, for the northwest corner hereof;

THENCE with said south ROW line these 10 courses:

- 1) N 53° 50' 20" E 500.30 feet to a 1/2" steel pin found for angle,
- 2) N 70° 41' 32" E 172.57 feet to a 1/2" steel pin found for angle,
- 3) N 87° 44' 26" E 408.85 feet to a 1/2" steel pin found for angle,
- 4) S 66° 58' 38" E 272.18 feet to a 1/2" steel pin found for angle,
- 5) S 39° 50' 47" E 48.76 feet to a 1/2" steel pin with orange cap set at a fence for a sewage pump station, for corner hereof,
- 6) S 48° 17' 10" W 30.00 feet crossing said fence to a 1/2" steel pin with orange cap set for inside corner hereof,
- 7) S 41° 42' 50" E 32.98 feet to a 1/2" steel pin with orange cap set for inside corner hereof,
- 8) N 48° 17' 10" E 30.00 feet to a 1/2" steel pin with orange cap set for corner,
- 9) along a curve to the right with chord of S 14° 45' 50" E 4.32 feet and radius of 38.87 feet to a spindle set at a point of reverse curve,
- 10) along a curve to the left with chord of S 11° 17' 38" E 48.73 feet and radius of 51.13 feet to a 1/2" steel pin found under concrete near a fence column, for the northeast corner hereof,

THENCE with the east line of said 18.231 acres, also the east line of a 2.934 acre tract recorded in Book 12623, Page 282 (Exhibit C), TCOPR, also the west line of the remainder of Lot 1, Amended Plat of The Cove At Lago Vista, a subdivision recorded in Book 87, Page 174C, Travis County Plat Records, for the following 2 courses:

- 1) S 47° 38' 37" W 238.42 feet to a 1/2" steel pin found for angle point,
- 2) S 13° 42' 31" W 479.91 feet to a 1/2" steel pin found, for easterly corner hereof;

THENCE S 51° 42' 35" W 180.89 feet with the southeast line of said 18.231 acres to a submerged point in Lake Travis, which is the northeast corner of said called 23.72 acre tract recorded in Doc. No. 2005114202, TCOPR, also the northwest corner of a remainder of a tract conveyed to NRC Inc. by deed recorded in Book 4051, Page 2298, TCOPR, for an internal corner hereof;

THENCE S 38° 13' E 1103.20 feet with the northeast line of said 23.78 acres and the southwest line of said remainder of NRC tract to a submerged point, for angle point hereof;

THENCE S 04° 52' E 570.10 feet with the east line of said 23.78 acres to a submerged point on the approximate north bank of the Colorado River, at the southeast corner of said 23.78 acres, for southeast corner hereof;

THENCE S 85° 08' W 696.96 feet along said north bank to a submerged point at the southeast corner of said 16.84 acre tract, for angle point hereof;

THENCE S 85° 05' 35" W 707.74 feet along said north bank to a submerged point at the southwest corner of said 16.84 acre tract, also the southeast corner of a 3.356 acre tract conveyed to Vacation Villages Association, Inc. by deed recorded in Book 12607, Page 2822, TCOPR, for southwest corner hereof;

THENCE along the east line of said 3.356 acres the following 2 courses:

- 1) N 04° 51' 08" W 843.32 feet to a 1/2" steel pin found, for angle point,
- 2) N 14° 25' 32" E 205.77 feet to a 1/2" steel pin found at the northeast corner of said 3.356 acre tract, for angle point hereof;

THENCE N 14° 21' 58" E 69.15 feet along the east line of Lot 30001 -C, A RE-SUBDIVISION OF A PORTION OF HIGHLAND LAKE ESTATES SECTION 26 AND HIGHLAND LAKE ESTATES SECTION 30, a subdivision recorded in Book 81, Page 358, Travis County Plat Records, to a 'X' found on concrete electric pad for angle point hereof;

THENCE N 14° 24' 51" E 69.83 feet, crossing American Drive, to a 1/2" steel pin found at the westerly southwest corner of said 23.72 acre tract, in the north right-of-way (ROW) line of American Drive, also the southeast corner of Lot 30078, Highland Lake Estates Section 30, a subdivision recorded in Book 81, Page 358, Travis County Plat Records, for angle point hereof;

THENCE N 14° 27' 32" E 530.95 feet along the east line of said Lot 30078 and the east line of a 3.02 acre tract conveyed to Hugh Beadles by deed recorded in Book 12790, Page 2082, TCOPR, to a 1/2" steel pin found at the northwest corner of said 23.72 acres, also southwest corner of said 18.231 acres, for angle point hereof;

THENCE N 36° 19' 19" W 567.32 feet with the southwest line of said 18.231 acres and the northeast line of said 3.02 acres, to the POINT OF BEGINNING, containing 59.3712 acres of land, more or less.

BALLOON RIDER

THIS BALLOON RIDER is made this **January 6, 2026**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt ("Security Instrument") of the same date given by the undersigned ("Borrower"), to secure the Borrower's Note to **AUSTERRA STABLE GROWTH FUND, LP** ("Lender") of the same date and covering the property described in the Security Instrument and located at:

1900 & 1901 American Drive, Lago Vista, Texas 78645

[Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder." BORROWER will prepay the principal of this note, any additional payments due upon sale and/or maturity, and the accrued interest in full.

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

BORROWER:

**LV PENINSULA HOLDING, LLC, A TEXAS LIMITED
LIABILITY COMPANY**

/s/ Nicolai Brune

BY: NICOLAI BRUNE

**TITLE: CHIEF FINANCIAL OFFICER AND AUTHORIZED
AGENT**

PLEDGE AGREEMENT

Safe and Green Development Corporation, a Delaware corporation ("Debtor"), and Austerra Stable Growth Fund, L.P., a Texas limited partnership ("Secured Party") agree, effective January 6, 2026, as follows:

1. Background and Purpose

The parties acknowledge that LV Peninsula Holding, LLC has executed a promissory note payable to Secured Party in the original principal amount of \$5,000,000.00 ("Note") secured by real property located at 1900 & 1901 American Drive, Lago Vista, Texas 78645. The parties further acknowledge that to secure LV Peninsula Holding, LLC's obligations under the Note, and Debtor's obligations under this Agreement, Debtor has agreed to grant Secured Party a security interest as provided below and that the parties desire to set forth more fully the terms of their understanding in this Agreement.

2. Grant of Security Interest

To secure Debtor's Obligations (as defined in Paragraph 3 below), Debtor hereby pledges, assigns, and grants to Secured Party a security interest in the Collateral (as defined in Paragraph 4 below).

3. Obligations

For purposes of this Agreement, "Obligations" means any and all debts, obligations, and liabilities of LV Peninsula Holding, LLC to Secured Party arising out of, or relating in any way to the Note, and any obligations of Debtor to Secured Party pursuant to this Agreement, whether or not existing or arising after the date of this Agreement, voluntary or involuntary, jointly owned with others, direct or indirect, or absolute or contingent, and whether or not from time to time increased, decreased, extinguished, created, or incurred.

4. Collateral

For purposes of this Agreement, "Collateral" means a 50% membership interest of Debtor in Norman Berry II Owner, LLC, a Georgia limited liability company, including without limitations, all voting and/or distribution rights associated with such interest, and all income therefrom, increases therein and proceeds thereof.

5. Representations and Warranties

As a material inducement to Secured Party under this Agreement, Debtor represents and warrants that the following are and shall remain true and correct:

5.1 Title

Debtor is the owner of all right, title, and interest in the Collateral free and clear of all liens, encumbrances, and security interests, except the security interest created by this Agreement.

5.2 *Validity of Interest*

The membership interest included in the Collateral is fully vested and is not subject to options, restrictions on transfer, membership agreements, or similar encumbrance or restriction.

5.3 *Truth*

All information that Debtor has provided to Secured Party concerning the Collateral is true and correct.

5.4 *Defenses*

No defenses, offsets, claims, or counterclaims exist against Debtor that may be asserted against Secured Party in any proceeding to enforce Secured Party's rights in the Collateral.

5.5 *Conflict*

The execution, delivery, and performance of this Agreement by Debtor are not in violation of any applicable law, regulation, or contractual obligation of Debtor.

5.6 *First Priority Lien*

The liens granted to Secured Party under this Agreement constitute a first priority lien on the Collateral. Debtor's grant of this lien to Secured Party does not constitute a fraudulent conveyance under any applicable law.

5.7 *Good Standing*

Debtor is a corporation duly organized, validly existing, and in good standing under the laws of Delaware.

5.8 *Due Authorization*

Debtor has been duly authorized to execute and deliver this Agreement, which is a valid and binding obligation of Debtor.

5.9 *Survival of Representations and Warranties*

All of the Debtor's representations and warranties contained in this Agreement shall survive its execution for a period of twenty-four (24) months.

6. Covenants of Debtor

6.1 *Protection of Security Interest*

On execution of this Agreement, Debtor agrees to execute, file, and record such statements, notices, and agreements, take such action, and obtain such certificates and documents in accordance with all applicable laws, statutes, and regulations as necessary or advisable to perfect, evidence, and continue Secured Party's security interest in the Collateral. Without limiting the generality of the foregoing, the Debtor agrees to take such action as may be requested by Secured Party to advise the limited liability company and its members included in the collateral of the existence of this Agreement and the pledge provided for herein so that the company can reflect such pledge in its records.

6.2 *Transactions Involving Collateral*

Debtor shall not, without the prior written consent of Secured Party, (a) sell, offer to sell, or otherwise transfer the Collateral except in the ordinary course of business; or (b) pledge, mortgage, encumber, or otherwise permit the Collateral to be subject to any lien, security interest, or charge other than the security interest created by this Agreement.

6.3 *Compliance with Laws*

Debtor shall comply with all laws, statutes, and regulations pertaining to the Collateral.

6.4 *Taxes, Assessments, and Liens*

Debtor shall pay when due all taxes, assessments, and liens with regard to the Collateral. Debtor may withhold any such payment or may elect to contest any lien if Debtor is conducting appropriate proceedings in good faith to contest the obligation to pay and so long as Secured Party's interest is not jeopardized.

7. Authorized Action by Secured Party

Debtor irrevocably appoints Secured Party as Debtor's attorney in fact to do any act that Debtor is obligated to do pursuant to this Agreement to preserve or protect the Collateral and to preserve, protect, or establish Secured Party's lien on the Collateral. Debtor further irrevocably appoints Secured Party to exercise such rights and powers as Debtor might exercise with respect to the Collateral following an Event of Default, as defined below. These powers shall include without limitation the right to:

- (a) Collect by legal proceedings or otherwise and endorse, receive, and receipt all dividends, interest, payments, proceeds, and other sums and property now or after the date of this Agreement payable on account of the Collateral,
- (b) Transfer the Collateral to Secured Party's own or Secured Party's nominee's name, and
- (c) Make any compromise or settlement and take any action Secured Party deems advisable with respect to the Collateral.

Debtor agrees to reimburse Secured Party on demand for any costs and expenses, including without limitation attorney fees, which Secured Party may incur while acting as Debtor's attorney in fact under this Agreement, all of which costs and expenses are included in the Obligations secured by this Agreement. Secured Party shall have no obligation to act pursuant to this paragraph and shall not be required to make any presentment, demand, or protest, or give any notice or take any action to preserve any rights against any other person in connection with the Collateral.

Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of Debtor or words of similar effect, regardless of whether any particular assets comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code of the State, or such other jurisdiction, for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor, and (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of the real property to which the Collateral relates. Debtor agrees to furnish any such information to Secured Party promptly upon Secured Party's request. Debtor also ratifies its authorization for Secured Party to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

8. Defaults and Remedies

8.1 Event of Default

Any of the following events or conditions shall constitute an Event of Default by Debtor under this Agreement:

- (a) Default in payment of the Obligations in accordance with the terms of the Note;
- (b) Default in the performance of any Obligations or breach of any agreement, representation, or warranty contained in this Agreement;
- (c) Any levy or proceeding against the Collateral or Debtor's interest in the collateral, except if Debtor is conducting appropriate proceedings in good faith to contest the levy or proceeding; or
- (d) The filing of a petition by or against Debtor under the provisions of the Bankruptcy Code.

8.2 Remedies

On the occurrence of an Event of Default, which Event of Default is continuing and has not been cured or waived, Secured Party (to the extent permitted by applicable law):

- (a) Shall have and may exercise all rights and remedies accorded to Secured Party by the Texas Uniform Commercial Code;
- (b) May declare all unperformed Obligations, in whole or in part, of Debtor immediately due and payable without demand or notice; and
- (c) May require Debtor to take any and all action necessary to make the Collateral available to Secured Party.

8.3 Right to Vote Interest

If the Secured Party so elects and gives notice of such election to the Debtor, the Secured Party may vote any or all interest in the Collateral (whether or not the same shall have been transferred into its name or the name of its nominee or nominees) and give all consents, waivers and ratifications in respect of the interest and otherwise act with respect thereto as though it were the outright owner thereof (the Debtor hereby irrevocably constituting and appointing the Secured Party the proxy and attorney-in-fact of the Debtor, with full power of substitution, to do so).

8.4 Procedures for Sale of Interest

Secured Party may sell, resell, assign and deliver, or otherwise dispose of any or all of the Collateral, for cash and/or credit and upon such terms at such place or places and at such time or times and to such persons, firms, companies or corporations as the Secured Party thinks expedient, all without demand for performance by the Debtor or any notice or advertisement whatsoever except such as may be required by law, and provided that such disposition shall, at all times, be made in a commercially reasonable fashion.

The Secured Party may buy any part or all of the Collateral at any public sale and if any part or all of the Collateral is of a type customarily sold in a recognized market or is of the type which is the subject of widely-distributed standard price quotations, the Secured Party may buy at private sale. The Secured Party may apply the cash proceeds actually received from any sale or other disposition to the reasonable expenses of retaking, holding, preparing for sale, selling and the like, to reasonable attorneys' fees, and all legal expenses which may be incurred by the Secured Party in attempting to collect the Obligations or to enforce this Agreement or in the prosecution or defense of any action or proceeding related to the subject matter of this Agreement; and then to the Obligations, and any surplus shall be paid promptly to the Debtor.

8.5 Remedies Cumulative

All of Secured Party's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Secured Party to pursue any remedy shall not exclude pursuit of any other remedy.

9. Rights Absent Default

During the term of this Agreement and so long as Debtor is not in default in the payment of the Note, Debtor shall retain the right to vote the interest in the Collateral (and to give consents, waivers and ratifications in respect of such interest), to exercise any rights, including the right to receive and retain ordinary and extraordinary dividends and liquidating dividends pertaining to the interest; provided that:

- (a) No vote shall be cast, or consent, waiver or ratification given or action taken which would be inconsistent with or violate any provisions of this Agreement;
- (b) Nothing in this Agreement shall change, modify, or limit Secured Party's right to receive payments from Debtor as set forth in the Note;
- (c) Debtor shall promptly pay to Secured Party any ordinary or extraordinary dividends received by Debtor on account of the interest that Secured Party shall apply to the amounts outstanding under the Note; and
- (d) Any dividends or disbursements attributable to the interest shall be added to and merged with the Collateral and shall after that time be subject to the terms of this Agreement.

10. Waiver of Hearing

Debtor expressly waives any constitutional or other right to a judicial hearing prior to the time Secured Party takes possession or disposes of the Collateral on an Event of Default as provided in Paragraph 8 above.

11. Waiver

Secured Party shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right shall operate as a waiver of such right or any other right.

12. Additional Documentation; Cooperation

Each party shall, on the request of the other, execute, acknowledge, and deliver to the other any instrument that may be required to accomplish the intent of this Agreement. Each party agrees to cooperate to effectuate the intent of this Agreement and shall take all appropriate action necessary or useful in doing so.

13. Responsibility of Secured Party

Under no circumstances shall the Secured Party be deemed to assume any responsibility for or obligation or duty with respect to any part or all of the Collateral of any nature or kind, other than the physical custody thereof, or any matter or proceedings arising out of or relating thereto, other than to exercise reasonable care in the physical custody of the Collateral. The Secured Party shall not be required to take any action of any kind to collect, preserve or protect its or the Debtor's rights in the Collateral or against other parties thereto, other than to exercise reasonable care in the physical custody of the Collateral.

14. Termination

This Agreement shall continue in full force and effect until the payment and performance in full of the Obligations and the payment and performance by the Debtor of all of its covenants and agreements hereunder, whereupon this Agreement shall terminate and upon request of Debtor, the Secured Party shall return such Collateral in the possession or control of the Secured Party as has not theretofore been disposed of pursuant to the provisions hereof, together with any moneys and other property at the time held by the Secured Party hereunder.

15. Miscellaneous

15.1 Successors and Assigns

Subject to the provisions otherwise contained in this Agreement, this Agreement shall inure to the benefit of and be binding on the successors and assigns of the respective parties.

15.2 Notices

Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given:

- (a) On the date of personal service on the parties,
- (b) On the third business day after mailing, if the document is mailed by registered or certified mail,
- (c) One day after being sent by professional or overnight courier or messenger service guaranteeing one day delivery, with receipt confirmed by the courier, or
- (d) On the date of transmission if sent by telegram, telex, telecopy, or other means of electronic transmission resulting in written copies, with receipt confirmed.

Any such notice shall be delivered or addressed to the parties at the addresses set forth below or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

15.3 *Amendment*

The provisions of this Agreement may be modified at any time by written agreement of the parties. Any such agreement made after the date of this Agreement shall be ineffective to modify this Agreement in any respect unless in writing and signed by Debtor and Secured Party.

15.4 *Attorney Fees; Prejudgment Interest*

If the services of an attorney are required by Secured Party to secure the performance of this Agreement or otherwise on the breach or default of this Agreement, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement or the rights and duties of any person in relation to this Agreement, Secured Party shall be entitled to reasonable attorney fees, costs and other expenses, in addition to any other relief to which Secured Party may be entitled. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

15.5 *Post-Judgment Attorney Fees*

If the services of an attorney are required by any party to enforce a judgment rendered in connection with this Agreement, the judgment creditor shall be entitled to reasonable attorney fees, costs, and other expenses, and such fees, costs, and expenses shall be recoverable as a separate item. This provision shall be severable from all other provisions of this Agreement, shall survive any judgment, and shall not be deemed merged into the judgment.

15.6 *Captions*

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

15.7 *Severability*

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

15.8 Governing Law

The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the law of Texas, excluding its conflict of laws rules.

15.9 Venue

Debtor agrees that any actions arising under this Agreement shall be heard and resolved in, courts in Travis County, Texas.

15.10 Entire Agreement

This document and its exhibits constitute the entire agreement between the parties, all oral agreements being merged in this Agreement, and supersede all prior representations. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement or its exhibits.

SECURED PARTY:

Austerra Stable Growth Fund, L.P.

Austerra Wealth Management, LLC

Its: General Partner

By: /s/ Mark C. Holland

Mark C. Holland, Managing Member

DEBTOR:

Safe and Green Development Corporation

By: /s/ Nicolai Brune

Nicolai Brune, Director

Collateral Transfer of Note and Lien

Basic Information

Date: January 6, 2026

Debtor: Safe and Green Development Corporation, a Delaware Corporation

Debtor's Mailing Address: 1111 Brickell Avenue, Floor 11, Suite 109
Miami, Florida 33131

Secured Party: Austerra Stable Growth Fund, L.P.

Secured Party's Mailing Address: 15301 Dallas Parkway, Suite 960
Dallas, Texas 75001

Classification of Collateral: Instrument

Collateral (including all accessions): All of Debtor's interest in the Collateral Note and the Collateral Note Security.

Collateral Note: \$209,333.00 Promissory Note executed by Norman Berry II Owners, LLC, and payable to the order of Debtor dated November 20, 2025.

Current balance: \$209,333.00

Collateral Note Security: Deed To Secure Debt dated November 20, 2025, recorded in Deed Book 69641, Pages 494 - 506, Fulton County, Georgia Records.

Property description:

See Exhibit "A" attached hereto and made a part hereof for all purposes.

Obligation:

Promissory Note in the amount of \$5,000,000.00 executed by Debtor and payable to the order of Secured Party dated December 30, 2025.

A. Granting Clause

Debtor grants to Secured Party a security interest in the Collateral and all its proceeds to secure Debtor's Obligation and all renewals of any of the Obligation.

B. Deliveries

Simultaneously with Debtor's execution and delivery to Secured Party of this agreement, Debtor has endorsed and delivered to Secured Party the original Collateral Note, thereby making Secured Party the person entitled to enforce the Collateral Note.

C. Debtor Represents the Following:

- C.1. Debtor has the authority to grant this security interest, free from any setoff, claim, restriction, security interest, or encumbrance except liens for taxes not yet due.
- C.2. All information about Debtor's financial condition is or will be accurate when provided to Secured Party.
- C.3. The current balance of the Collateral Note is correct.
- C.4. The Collateral Note has not been modified and is not in default.
- C.5. There are no defenses or offsets to the Collateral Note.
- C.6. The lien of the Collateral Note Security is a first lien.
- C.7. The Collateral represents the valid, legally enforceable obligation of the Collateral Note maker.
- C.8. Debtor will keep the records of payments on the Collateral Note at Debtor's Mailing Address.

D. Debtor Agrees to-

- D.1. Defend the Collateral against all claims adverse to Secured Party's interest and keep the Collateral free from liens.

D.2. Pay all of Secured Party's expenses incurred, including reasonable attorney's fees and legal expenses, to (a) obtain, preserve, perfect, defend, or enforce this agreement; (b) dispose of, collect, or enforce the Collateral; or (c) collect or enforce the Obligation. These expenses will bear interest from the date of advance at the highest rate allowed by law and are payable on demand at the place where the Obligation is payable. These expenses and interest will become part of the Obligation and will be secured by this agreement.

- D.3. Sign any documents that Secured Party considers necessary to obtain, maintain, and perfect this security interest.

D.4. Notify Secured Party immediately of any material change in the Collateral; change in Debtor's name, address, or location; change in any representation in this agreement; change that may affect this security interest; or any default.

D.5. Maintain accurate records of the Collateral; furnish Secured Party any requested information related to the Collateral; and allow Secured Party to inspect and copy all records relating to the Collateral.

D.6. Perform all obligations required under the Collateral Note Security.

D.7. Preserve the liability of all obligors on the Collateral and preserve the priority of all security for the Collateral.

D.8. On Secured Party's demand, deposit all payments received as proceeds of the Collateral in a special bank account designated by Secured Party, who alone will have power of withdrawal.

D.9. Cause the Collateral Note maker to pay and perform all obligations under the Collateral Note and the Collateral Note Security and inform Secured Party immediately of default in the payment or performance of the Collateral Note.

E. Debtor Agrees Not to-

E.1. Renew, extend, or modify the Collateral Note or grant releases of any part of the property securing the Collateral Note.

E.2. Modify any terms in the Collateral Note Security.

E.3. Commingle any payments on the Collateral with any of Debtor's other funds or property.

F. Default and Remedies

F.1. A default exists if-

a. Debtor fails to timely pay or perform any Obligation, covenant, or liability in any written agreement between Debtor and Secured Party;

b. any representation in this agreement is materially false when made;

c. a receiver is appointed for Debtor or any of the Collateral;

d. the Collateral is assigned for the benefit of creditors;

e. to the extent permitted by law, a bankruptcy or insolvency proceeding is commenced against or by any of the following parties: Debtor; the Collateral note maker; any partnership of which Debtor is a general partner; or any maker, drawer, acceptor, endorser, guarantor, surety, accommodation party, or other person liable on or for any part of the Obligation;

f. any of the following parties is terminated: Debtor; the Collateral note maker; any partnership of which Debtor is a general partner; or any maker, drawer, acceptor, endorser, guarantor, surety, accommodation party, or other person liable on or for any part of the Obligation; or

g. default exists under the Collateral Note or the Collateral Note Security.

F.2. Secured Party may at any time-

- a. take control of any proceeds of the Collateral;
- b. release any Collateral in Secured Party's possession to any debtor, temporarily or otherwise;
- c. take control of proceeds of insurance on the Collateral Note Security and reduce any part of the Obligation accordingly or permit Debtor to use such funds to repair or replace damaged or destroyed Collateral covered by insurance;
- d. demand, collect, convert, redeem, settle, compromise, receipt for, realize on, sue for, and adjust the Collateral either in Secured Party's or Debtor's name, as Secured Party desires; or
- e. exercise all other rights available to an owner of such Collateral.

F.3. If a default exists, Secured Party may-

- a. declare the unpaid principal and earned interest of the Obligation immediately due in whole or part;
- b. enforce the Obligation; and
- c. exercise any rights and remedies granted by law or this agreement.

F.4. Foreclosure of this security interest by suit does not limit Secured Party's remedies, including the right to sell the Collateral under the terms of this agreement. Secured Party may exercise all remedies at the same or different times, and no remedy is a defense to any other. Secured Party's rights and remedies include all those granted by law or otherwise, in addition to those specified in this agreement.

F.5. If the Collateral is sold after default, recitals in the bill of sale or transfer will be prima facie evidence of their truth and all prerequisites to the sale specified by this agreement and by law will be presumed satisfied.

G. Collateral Note/Enforcement of Power of Sale

G.1. Debtor has endorsed and delivered the Collateral Note to Secured Party. Secured Party is the holder of the Collateral Note, the person entitled to enforce the Collateral Note, and the sole party with power to appoint a substitute trustee or request the trustee to act. Any foreclosure action requested by Debtor is void.

G.2. Any foreclosure sale under the Collateral Note Security will be at such time and on such terms as Secured Party may, in its discretion, approve. If Secured Party approves a bid from Debtor without payment in full of the Collateral Note, Debtor must provide a mortgagee's title insurance policy with only such exceptions as Secured Party approves and execute such additional security documents as Secured Party may require.

G.3. Debtor assigns, transfers, and conveys to Secured Party all amounts due on the Collateral Note. Collateral Note maker is directed to make payments on the Collateral Note in accordance with the Collateral Note payments provision above.

G.4. Debtor indemnifies Secured Party from all claims made against or incurred by Secured Party from any action in connection with the Collateral Note or the Collateral Note Security documents.

H. General

H.1. Notice is reasonable if it is mailed, postage prepaid, to Debtor at Debtor's Mailing Address at least ten days before any public sale or ten days before the time when the Collateral may be otherwise disposed of without further notice to Debtor.

H.2. This security interest will neither affect nor be affected by any other security for any of the Obligation. Neither extensions of any of the Obligation nor releases of any of the Collateral will affect the priority or validity of this security interest as to any third person.

H.3. This agreement binds, benefits, and may be enforced by the successors in interest of the parties, except as otherwise provided. Assignment of any part of the Obligation and Secured Party's delivery of any part of the Collateral will fully discharge Secured Party from responsibility for that part of the Collateral. All representations and obligations are joint and several as to each Debtor.

H.4. Secured Party's delay in exercising, partial exercise of, or failure to exercise any of its remedies or rights does not waive Secured Party's rights to subsequently exercise those remedies or rights. Secured Party's waiver of any default does not waive any further default by Debtor. Secured Party's waiver of any right in this agreement or of any default is binding only if it is in writing. Secured Party may remedy any default without waiving it.

H.5. This agreement may be amended only by an instrument in writing signed by Secured Party and Debtor.

H.6. The unenforceability of any provision of this agreement will not affect the enforceability or validity of any other provision.

H.7. This agreement will be construed according to Texas law. This agreement is to be performed in the county of Secured Party's Mailing Address.

H.8. Interest on the Obligation secured by this agreement will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the Obligation or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the Obligation or, if the principal of the Obligation has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the Obligation.

H.9. In no event may this agreement secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

H.10. When the context requires, singular nouns and pronouns include the plural.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EXECUTED as of the date first written above.

EXHIBIT "A"

Property Description
