

1320-30-718-001 and additional parcels
APN(S): See Schedule 1

WHEN RECORDED MAIL TO:

Genesis Capital, LLC,
a Delaware limited liability company
ATTENTION: LENDING DEPARTMENT
15303 Ventura Boulevard, Suite 700
Sherman Oaks, CA 91403

**AMENDED AND RESTATED CROSS-COLLATERALIZATION AGREEMENT AND
OMNIBUS AMENDMENT TO SECURITY INSTRUMENTS**

THIS AMENDED AND RESTATED CROSS-COLLATERALIZATION AGREEMENT AND OMNIBUS AMENDMENT TO SECURITY INSTRUMENTS (this “**Agreement**”) is entered into as of May 2, 2023, but made effective as of May 4, 2022, by and between MONTE VISTA MINDEN LLC, a Nevada limited liability company (the “**Trustor**”) with an address of 2231 Meridian Boulevard Suite 5, Minden, Nevada 89423, and GENESIS CAPITAL, LLC, a Delaware limited liability company (the “**Beneficiary**” or “**Secured Party**”) with an address of Genesis Capital, LLC, ATTENTION LENDING DEPARTMENT, 15303 Ventura Boulevard, Suite 700, Sherman Oaks, CA 91403.

RECITALS

WHEREAS, pursuant to the terms of this Agreement and certain loan agreements (collectively, the “**Loan Agreements**”), Beneficiary has made certain loans to Trustor (collectively, the “**Loans**” and each, a “**Loan**”) in the original principal amounts set forth on Schedule 1 attached hereto.

WHEREAS, each Loan is evidenced by a promissory note (collectively, the “**Mortgage Notes**” and each, a “**Mortgage Note**”).

WHEREAS, each Loan is secured by a deed of trust or other similar security instrument (each, a “**Security Instrument**,” and collectively, the “**Security Instruments**”) that encumbers the applicable property identified on Schedule 1 attached hereto and the other real and personal property included within the definition of “**Property**” set forth in the Existing Security Instrument (each, a “**Mortgaged Property**,” and collectively, the “**Mortgaged Properties**”).

WHEREAS, each Security Instrument was recorded in the Official Records of the county in which the Mortgaged Property is located as set forth on Schedule 1 attached hereto.

WHEREAS, Trustor acknowledges that Trustor derives a benefit from the making of the Loans, and as consideration for this benefit, Beneficiary is willing to make the Loans only if Trustor agrees to the terms and conditions of this Agreement and the other Loan Documents, which provide, among other things, that each Mortgaged Property will serve as collateral for each of the Loans (collectively, the “**Cross-Collateralization**”).

WHEREAS, Trustor further acknowledges that the benefits derived by Trustor from the Cross-Collateralization are equivalent to the burdens imposed upon Trustor and the Mortgaged Properties by the Cross-Collateralization, notwithstanding that the Loans may be of differing amounts.

AGREEMENT

NOW, THEREFORE, in consideration of the making of the Loans by Beneficiary and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms will have the meanings indicated:

(a) **“Business Day”** means a day of the week (but not a Saturday, Sunday or holiday) on which the offices of Beneficiary are open to the public for carrying on substantially all of Beneficiary’s business functions. Unless specifically referenced in this Agreement as a Business Day, all references to “days” shall be to calendar days.

(b) **“Enforcement Action”** means a judicial or non-judicial foreclosure of or trustee’s sale under any Security Instrument, a deed in lieu of such foreclosure or sale, a sale of any of the Mortgaged Properties pursuant to lawful order of a court of competent jurisdiction in a bankruptcy case filed under Title 11 of the United States Code, or any other similar disposition of any of the Mortgaged Properties.

(c) **“Fraudulent Transfer Laws”** means Section 548 of Title 11 of the United States Code or any applicable provisions of comparable state law, including any provisions of the Uniform Fraudulent Conveyance Act or Uniform Fraudulent Transfer Act, as adopted under state law.

(d) **“Indebtedness”** means the Loans and other indebtedness evidenced by any promissory notes issued in the connection with the Loan Agreements.

(e) **“Interest Holder”** means, with respect to a Loan, the related Security Instrument identified on Schedule 1 and any related indebtedness under the applicable Loan Agreements, the holder of the Mortgage Note related to such Loan.

(f) **“Loan Documents”** means, with respect to each Loan, the Loan Agreement, the Security Instrument, the Mortgage Note and any other documents, agreements, or instruments which are hereafter executed by Trustor and/or any other person or entity in connection with the Loan.

(g) **“Related Mortgaged Property”** means, with respect to each Related Security Instrument, the Mortgaged Property for such Related Security Instrument.

(h) **“Related Security Instrument”** means with respect to the Total Indebtedness of an Interest Holder, each Security Instrument which secures such Total Indebtedness.

(i) **“Primary Indebtedness”** means, with respect to a Security Instrument and the related Mortgaged Property, the Loan identified on Schedule 1 as the Primary Loan with respect to such Security Instrument and any related indebtedness under the applicable Loan Agreements.

(j) **“Primary Interest Holder”** means, with respect to a Security Instrument and the related Mortgaged Property, the holder of the Mortgage Note related to the Loan identified on Schedule 1 as the Primary Loan with respect to such Security Instrument.

(k) **“Total Indebtedness”** means the aggregate of the Indebtedness related to all of the Loans and all other Indebtedness, whether now existing or hereafter arising, of Trustor to any Interest Holder.

(l) **“Total Indebtedness to such Interest Holder”** means, with respect to an Interest Holder, the aggregate of the Total Indebtedness related to all of the Loans with respect to which it is the Interest Holder and all related Indebtedness, whether now existing or hereafter arising, of Trustor to such Interest Holder.

(m) **“Total Loan Documents”** means all of the Loan Documents for the Loans.

2. Obligations Absolute; Existing Indebtedness. Trustor acknowledges and agrees as follows

(a) An Interest Holder, at its option, may treat each Loan with respect to which it is the Interest Holder as separate and independent obligations of Trustor, or may treat some or all of such Loans, and all or any part of the Total Indebtedness to such Interest Holder as a single, integrated indebtedness of Trustor.

(b) No invalidity, irregularity or unenforceability of any portion of the Total Indebtedness will affect, impair or be a defense to the recovery by an Interest Holder of any other portion of the Total Indebtedness.

(c) To the extent set forth herein and subject to Section 3, each Related Security Instrument secures the obligation of Trustor to pay the Total Indebtedness to such Interest Holder.

(d) To the extent set forth herein and subject to Section 3, each Related Mortgaged Property secures the related Total Indebtedness to such Interest Holder without apportionment or allocation of any Mortgaged Property or any portion of any Mortgaged Property (except that the related Total Indebtedness to such Interest Holder may be apportioned among the Mortgaged Properties for the sole and limited purpose of determining the amount of transfer or recordation taxes or documentary stamps required in connection with recordation of this Agreement and the Security Instruments).

(e) If Trustor fails to pay fully, when due, any amount payable to an Interest Holder under this Agreement or any Loan Document, then such Interest Holder may elect, subject to Section 3, to recover such amount from the value of each of the Related Mortgaged Properties.

3. Amendment of Security Instruments. Each Security Instrument is hereby amended to provide that such Security Instrument and the Mortgaged Property secures, in the following order of lien priority:

(a) first, on a senior, first priority basis, the obligation of the Trustor to pay the related Primary Indebtedness, and (b) second, on a subordinate, second priority basis, the obligation of the Trustor to pay any other outstanding Total Indebtedness owed to the Primary Interest Holder of such Security Instrument, and (c) last, on a subordinate, junior priority basis, the obligation of Trustor to pay any other outstanding Total Indebtedness. Trustor hereby irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of applicable Interest Holder as beneficiary, the Related Mortgaged Properties, to secure to such Interest Holder, with respect to each Related Security Instrument: (x) on a senior, first priority basis,

payment of the obligation of the Trustor to pay the related Primary Indebtedness and performance of the covenants and agreements contained in the related Loan Documents, (y) on a subordinate, second priority basis, payment of the obligation of the Trustor to pay any other outstanding Total Indebtedness owed to the Primary Interest Holder of such Related Security Instrument and performance of the covenants and agreements contained in the related Loan Documents and (z) on a subordinate, junior priority basis, the obligation of Trustor to pay any remaining Total Indebtedness and performance of the covenants and agreements contained in the related Total Loan Documents.

4. Events of Default. Each of the following events will constitute an “Event of Default” under this Agreement:

(a) Trustor defaults or breaches any provision of this Agreement; or

(b) Any event or condition occurs which constitutes an “Event of Default” under any of the Loan Documents.

5. Cross-Default. Trustor acknowledges that this Agreement is a “Loan Document” as defined in each Loan Agreement and each Security Instrument, and agrees that any Event of Default under this Agreement will constitute an “Event of Default” or “Default” under each Security Instrument and each Loan Agreement.

6. Remedies.

(a) Upon the occurrence of an Event of Default, an Interest Holder, in its sole and absolute discretion, may exercise either or both of the following remedies, in such order and at such times as such Interest Holder may elect:

(i) Declare the Total Indebtedness to such Interest Holder immediately due and

payable.

(ii) Exercise any or all of such Interest Holder’s rights and remedies under this Agreement, any of the Loan Documents, or applicable law.

(b) An Interest Holder may exercise its remedies in one or more proceedings, contemporaneously and/or consecutively. Subject to the priorities set forth in Section 3, an Interest Holder may enforce its rights against one or more of the Related Mortgaged Properties or portions of the Related Mortgaged Properties in the order and manner as it elects in its sole discretion. The enforcement of any one Related Security Instrument or any of the other Total Loan Documents will not constitute an election of remedies, and will not limit or preclude the enforcement of any other Related Security Instrument or any other of the Loan Documents, through one or more additional proceedings. An Interest Holder may bring any action or proceeding, including but not limited to judicial or non-judicial foreclosure proceedings, without regard to the fact that one or more other proceedings may have been commenced elsewhere with respect to one or more of the other Related Mortgaged Properties or any portion of them.

(c) Trustor, for itself and for any and all Persons now or in the future holding or claiming any lien on, or security interest in, or other interest or right of any nature in or to any of the Related Mortgaged Property, unconditionally and irrevocably waives any rights it may have, now or in the future, whether at law or in equity, to require an Interest Holder to enforce or exercise any of such Interest Holder’s rights or remedies under this Agreement, under any Related Security Instrument, or under any other of the Loan Documents, in any particular manner or order or in any particular state or county, or to apply the proceeds of any Enforcement Action in any particular manner or order. The foregoing waiver includes, without

limitation, any and all benefits arising under or referred to in California Civil Code Sections 2845, 2849 and 2850 and in Nevada Revised Statutes Sections 110.40 and 100.50.

(d) No judgment obtained by an Interest Holder in any proceeding enforcing any of the Loan Documents will merge any of the Total Indebtedness into that judgment, and all Indebtedness that remains unpaid will remain a continuing obligation of Trustor. Notwithstanding any Enforcement Action with respect to any Security Instrument, Trustor will remain bound under this Agreement.

(e) Notwithstanding anything to the contrary herein, so long as any of the Primary Indebtedness secured by a Security Instrument or any other Total Indebtedness owed to the Primary Interest Holder of such Security Instrument is outstanding, no Interest Holder other than the Primary Interest Holder of such Security Instrument may exercise any rights or remedies under such Security Instrument or otherwise with respect to any Mortgaged Property identified in such Security Instrument. At such time as the Primary Indebtedness secured by a Security Instrument and any other Total Indebtedness owed to the Primary Interest Holder of such Security Instrument are indefeasibly repaid in full, any excess proceeds derived from the sale of the underlying Mortgaged Property shall be remitted to any other Interest Holders holding Indebtedness secured by such Security Instrument.

7. Application of Proceeds. Subject to the priorities set forth in Section 3, an Interest Holder may apply the proceeds of any Enforcement Action to the payment of the Total Indebtedness to such Interest Holder (including any prepayment premiums) in such order as such Interest Holder may determine in its sole discretion.

8. Adjustment of Obligations. If either (a) Trustor's obligation to pay the Total Indebtedness provided for in this Agreement or the other Total Loan Documents or (b) the amendment set forth in Section 3 becomes subject to avoidance under any Fraudulent Transfer Law, then each Security Instrument will continue to secure, on a senior, first priority basis, the obligation of the Trustor to pay the related Primary Indebtedness and the Total Indebtedness for which Trustor will be liable and the amount of the Total Indebtedness for which the Mortgaged Properties will constitute security will be limited to the largest amount that would not be subject to avoidance as a fraudulent transfer or conveyance under such Fraudulent Transfer Law.

9. Interest Holder's Rights. At any time and from time to time and without the consent of, or notice to, Trustor, without incurring liability to Trustor, and without impairing or releasing Trustor's liability for all or any part of the Total Indebtedness, an Interest Holder may take any of the following actions:

(a) Change the manner, place or terms of payment, or change or extend the time of payment of, or renew, increase, accelerate or alter, all or any part of the Total Indebtedness to such Interest Holder, any security for all or any part of such Total Indebtedness, or any liability incurred directly or indirectly with respect to all or any part of such Total Indebtedness.

(b) Take and hold security for the payment of the Total Indebtedness to such Interest Holder, and sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property pledged or mortgaged to secure all or any part of such Total Indebtedness.

(c) Exercise or refrain from exercising any rights against Trustor or any of the Mortgaged Properties.

(d) Release or substitute any one or more endorsers, guarantors, or other obligors with respect to all or any part of the Total Indebtedness to such Interest Holder.

(e) Settle or compromise all or any part of the Total Indebtedness to such Interest Holder, or subordinate the payment of all or any part of such Total Indebtedness to the payment of any liability (whether due or not) of Trustor to its creditors other than the Interest Holder.

(f) Apply any sums realized to any liability or liabilities of Trustor or any guarantor to the Interest Holder regardless of what liability or liabilities of Trustor or such guarantor to the Interest Holder remain unpaid.

(g) Consent to or waive any breach by Trustor of, or any act, omission or default by Trustor under this Agreement or any of the Loan Documents.

10. Reconveyance of Mortgaged Property. Upon a complete release by all applicable Interest Holders of the liens of any Related Security Instrument and full reconveyance of any Related Mortgaged Property encumbered by such Related Security Instrument, then this Agreement shall no longer apply to such Related Security Instrument or such Related Mortgaged Property. For the avoidance of doubt, this Agreement shall continue to apply to any and all remaining Security Instruments that have not been released by all applicable Interest Holders and all Mortgaged Properties that have not been fully reconveyed by all applicable Interest Holders pursuant to the foregoing.

11. Waivers; Marshalling.

(a) With respect to its obligations under this Agreement and the Total Loan Documents, Trustor waives presentment, demand, notice of dishonor, protest, notice of acceleration, notice of intent to demand or accelerate payment or maturity, presentment for payment, notice of nonpayment, and diligence in collecting such obligations.

(b) Notwithstanding the existence of any other security interests in any Related Mortgaged Property held by an Interest Holder, such Interest Holder may, subject to the priorities set forth in Section 3, determine in its discretion whether and the order in which any or all of the Related Mortgaged Properties or portions thereof will be subjected to the remedies provided in this Agreement and the Total Loan Documents or applicable law. An Interest Holder may determine in its discretion the order in which any or all portions of the Total Indebtedness to such Interest Holder are satisfied from the proceeds realized upon the exercise of such remedies. Trustor and any party who now or in the future acquires a lien on or security interest or other interest in any of the Related Mortgaged Properties unconditionally and irrevocably waives any and all rights to require the marshalling of assets or to require that any of the Related Mortgaged Properties or portions thereof be sold in the inverse order of alienation or in parcels or as an entirety in connection with the exercise of any such remedies.

12. Miscellaneous.

(a) *Amendments.* This Agreement and the other Total Loan Documents constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) *Arbitration; Jury Waiver.* Trustor and Secured Party agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party; provided, however, in the event of an Event of Default by Trustor, Secured Party shall have the unilateral right to exercise its remedies in its sole and absolute discretion, and under such circumstances, Secured

Party can choose in its sole discretion to pursue arbitration or not and Trustor hereby waives any right to enforce the arbitration provisions of this Agreement if contrary to the choice of Secured Party. No act to take or dispose of any Mortgaged Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any mortgage or deed of trust; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code of the State in which the applicable Mortgaged Property is located. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any of the Mortgaged Properties, including any claim to rescind, reform, or otherwise modify any agreement relating to the Mortgaged Properties, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Trustor and Secured Party agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, NRS 40.426 to 40.459, inclusive, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision. WITHOUT INTENDING IN ANY WAY TO LIMIT THIS DISPUTE RESOLUTION PROVISION, THE PARTIES WAIVE TRIAL BY JURY IN RESPECT OF ANY AND ALL "DISPUTES" AND ANY ACTION ON ANY "DISPUTE." THIS WAIVER SHALL APPLY TO THE EXTENT ANY "DISPUTE" IS NOT SUBMITTED TO JUDICIAL REFERENCE OR ARBITRATION, OR IS DEEMED BY THE ARBITRATOR, REFEREE OR ANY COURT WITH JURISDICTION TO BE NOT REQUIRED TO BE DETERMINED BY JUDICIAL REFERENCE OR ARBITRATION, OR NOT SUSCEPTIBLE OF BEING SO DETERMINED. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES AND THE PARTIES HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT. THE PARTIES ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. TRUSTOR FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. WHETHER THE CLAIM IS DECIDED BY ARBITRATION, BY JUDICIAL REFERENCE, OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.

(c) *Caption Headings.* Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

(d) *Governing Law.* This Agreement will be governed by the laws of the State of California without regard to its conflicts of law provisions.

(e) *Jurisdiction.* WITH RESPECT TO ANY CLAIM OR ACTION ARISING UNDER, THIS AGREEMENT OR THE OTHER TOTAL LOAN DOCUMENTS, TRUSTOR (A) IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA AND THE UNITED STATES DISTRICT COURT LOCATED IN LOS ANGELES COUNTY, CALIFORNIA, AND APPELLATE COURTS FROM ANY THEREOF, AND (B) IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OTHER TOTAL LOAN DOCUMENTS BROUGHT IN ANY SUCH COURT, IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NOTHING IN THIS AGREEMENT OR THE OTHER TOTAL LOAN DOCUMENTS WILL BE DEEMED TO PRECLUDE SECURED PARTY FROM BRINGING AN ACTION OR PROCEEDING WITH RESPECT HERETO IN ANY OTHER JURISDICTION.

(f) *No Waiver by Secured Party.* Secured Party shall not be deemed to have waived any rights under this Agreement unless such waiver is given 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. A waiver by Secured Party of a provision of this Agreement shall not prejudice or constitute a waiver of Secured Party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Secured Party, nor any course of dealing between Secured Party and Trustor, shall constitute a waiver of any of Secured Party's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Secured Party is required under this Agreement, the granting of such consent by Secured Party in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Secured Party.

(g) *Severability.* If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

(h) *Successors and Assigns.* Subject to any limitations stated in this Agreement on transfer of Trustor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of any of the Mortgaged Properties becomes vested in a person other than Trustor, Secured Party, without notice to Trustor, may deal with Trustor's successors with reference to this Agreement and the Total Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Agreement or liability under the Total Indebtedness.

(i) *Time is of the Essence.* Time is of the essence in the performance of this Agreement.

(j) *Number and Gender.* Use of the singular in this Agreement includes the plural, use of the plural includes the singular, and use of one gender includes all other genders, as the context may require.

(k) *Statutes and Regulations.* Any reference in this Agreement to a statute or regulation will include all amendments to and successors to such statute or regulation, whether adopted before or after the date of this Agreement.

(l) *No Partnership.* This Agreement is not intended to, and will not, create a partnership or joint venture among the parties, and no party to this Agreement will have the power or authority to bind any other party except as explicitly provided in this Agreement.

(m) *Conflicts.* To the extent this Agreement conflicts with the terms of other Total Loan Documents, this Agreement will govern and control.

(n) *Third Party Beneficiaries.* No creditor of any party to this Agreement, nor any other person, is intended to be a third-party beneficiary of this Agreement.

(o) *Further Assurances and Corrective Instruments.* To the extent permitted by law, the parties will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements to this Agreement and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Agreement.

(p) *Counterparts.* This Agreement may be executed in multiple counterparts, each of which will constitute an original document and all of which together will constitute one agreement.

(q) *Notices.* Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered on a Business Day (unless otherwise required by law), or one (1) Business Day after being deposited with a nationally recognized overnight courier, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Beneficiary informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Beneficiary to any Trustor is deemed to be notice given to all Trustors.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have signed and delivered this Agreement as of the date first set forth above.

TRUSTOR:

MONTE VISTA MINDEN LLC, a Nevada limited liability company
By: SANTA YNEZ VALLEY CONSTRUCTION CO., a California corporation, its Manager

By: *Leo Andrew Hanly*
Leo Andrew Hanly, President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Nevada)
County of Douglas)

On April 26, 2023 before me Breana Budro
(insert name and title of the officer)

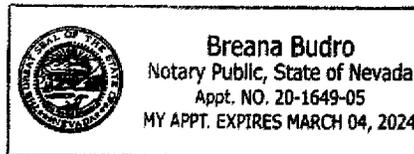
personally appeared Leo Hanly
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Breana Budro*
Breana Budro

(Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

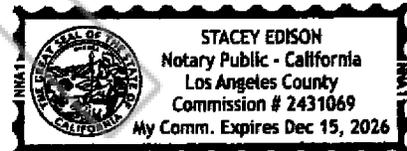
On May 2, 2023 before me, Stacey Edison, Notary Public
(insert name and title of the officer)

personally appeared Scott Sawyer
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is) are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his/her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Stacey Edison (Seal)
Stacey Edison



SCHEDULE 1

SCHEDULE OF CROSS-COLLATERALIZED LOANS AND SECURITY INSTRUMENTS

Property Address	APN(s)	Loan Amount	Security Instrument
1640 and 1642 Button Willow Street, Minden, NV 89423 G22028302	1320-30-718- 001; 1320-30- 718-002	\$1,125,000.00	Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded in the Official Records of the County of Douglas, State of Nevada on May 4, 2022 as Instrument #2022-984550.
1650 Buttonwillow Street, Minden, NV 89423; 1652 Buttonwillow Street, Minden, NV 89423; 1654 Buttonwillow Street, Minden, NV 89423; 1656 Buttonwillow Street, Minden, NV 89423; 1658 Buttonwillow Street, Minden, NV 89423; 1662 Buttonwillow Street, Minden, NV 89423 G22028305	1320-30-718- 006; 1320-30- 718-007; 1320- 30-718-008; 1320-30-718- 009; 1320-30- 718-010; 1320- 30-718-012	\$4,548,500.00	Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded in the Official Records of the County of Douglas, State of Nevada on May 4, 2022 as Instrument #2022-984552; and UCC Financing Statement recorded on May 4, 2022 as Instrument #2022-984553.