

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): **March 31, 2023**

**SAFE & GREEN HOLDINGS CORP.**  
(Exact Name of Registrant as Specified in its Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-38037**  
(Commission File Number)

**95-4463937**  
(I.R.S. Employer  
Identification Number)

**990 Biscayne Blvd**  
**#501, Office 12**  
**Miami, FL 33132**  
(Address of Principal Executive Offices, Zip Code)

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

Registrant's telephone number, including area code: 646-240-4235

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 \$0.01	SGBX	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 March 31, 2023, LV Peninsula Holding LLC ("LV Peninsula"), a Texas limited liability company and wholly owned affiliate of Safe and Green Development Corporation ("DevCorp."), a wholly owned subsidiary of Safe & Green Holdings Corp. (the "Company"), pursuant to a Loan Agreement, dated March 30, 2023 (the "Loan Agreement"), issued a promissory note, in the principal amount of \$5,000,000 (the "LV Note"), secured by a Deed of Trust and Security Agreement, dated March 30, 2023 (the "Deed of Trust") on DevCorp.'s Lake Travis project site in Lago Vista, Texas, a related Assignment of Contract Rights, dated March 30, 2023 ("Assignment of Rights"), on DevCorp.'s Lake Travis project site in Lago Vista, Texas and McLean site in Durant, Oklahoma and a Mortgage, dated March 30, 2023 ("Mortgage"), on DevCorp.'s McLean site in Durant, Oklahoma .

The proceeds of the LV Note were used to pay off SG DevCorp.'s outstanding Real Estate Lien Note, dated July 14, 2021, in the principal amount of \$2,000,000 (the "Short-Term Note"), on the Lake Travis project site in Lago Vista, Texas and its Second Lien Note, dated September 8, 2022, in the principal amount of \$500,000 (the "Second Short-Term Note"), on the Lake Travis project site in Lago Vista, Texas. The LV Note requires monthly installments of interest only and is due on April 1, 2024 and bears interest at the prime rate as published in the Wall Street Journal (currently 8.0%) plus five and 50/100 percent (5.50%), currently equaling 13.5%; provided that in no event will the interest rate be less than a floor rate of 13.5%. The LV Peninsula obligations under the LV Note have been guaranteed by SG DevCorp. pursuant to a Guaranty, dated March 30, 2023 (the "Guaranty"), and may be prepaid by LV Peninsula at any time without interest or penalty.

The net loan proceeds were approximately \$1,337,000, after loan commission fees of \$250,000, broker fees of \$125,000, the escrow of a 12-month \$675,000 interest reserve, other closing fees and the repayment of the Short-Term Note and Second Short-Term Note.

The foregoing descriptions of the Loan Agreement, LV Note, Deed of Trust, Assignment of Rights, Mortgage and Guaranty 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 and 10.6, 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 8.01. Other Events.**

On March 31, 2023, the Company issued a press release regarding the LV Peninsula loan transaction. A copy of the press release is attached hereto as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

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

<b>Exhibit Number</b>	<b>Exhibit Description</b>
10.1	<a href="#">Loan Agreement, dated March 30, 2023</a>
10.2	<a href="#">Promissory Note, dated March 30, 2023</a>
10.3	<a href="#">Deed of Trust and Security Agreement, dated March 30, 2023</a>
10.4	<a href="#">Assignment of Contract Rights, dated March 30, 2023</a>
10.5	<a href="#">Mortgage, dated March 30, 2023</a>
10.6	<a href="#">Guaranty, dated March 30, 2023</a>
99.1	<a href="#">Press Release, dated March 31, 2023</a>
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within in the inline XBRL document)

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**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.

SAFE & GREEN HOLDINGS CORP.

Dated: April 5, 2023

By: /s/ Paul Galvin  
Name: Paul Galvin  
Title: Chairman and Chief Executive Officer

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WRITTEN LOAN AGREEMENT

DEBTOR OR OBLIGOR:

LV PENINSULA HOLDING, LLC,  
a Texas limited liability company

LENDER:

AUSTERRA STABLE GROWTH FUND, LP

(Collectively called the "Parties")

The Lender has agreed to loan Debtor or Obligor:

Amount: \$5,000,000.00

Note Date: March 30, 2023

and the parties agree to incorporate the terms of all the loan documents connected with such loan as a part of this Loan Agreement.

The following notice is being provided in compliance with §26.02 of the Texas Business and Commerce Code, which provides that certain "loan agreements" must be in writing to be enforceable. As used in the notice, the term "loan agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust, or other documents, or commitments, or any combination of these actions or documents, executed in connection with the loan from Lender.

NOTICE

**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.**

This notice shall be deemed to be a part of each document which is executed by any Debtor or Obligor and which comprises a part of the Loan Agreement.

The term "Debtor or Obligor" means any individual or entity which (i) is primarily obligated to pay the Note or (ii) otherwise is or becomes obligated to pay the loan (for example, as cosigner or guarantor) or (iii) has pledged any property as security for the loan.

The undersigned Debtor or Obligor acknowledges receipt of a copy of this notice and agrees that all documents comprising the Loan Agreement are subject to the provision of §26.02 of the Texas Business and Commerce Code.

Dated to be effective the date of the Note referenced above.

DEBTOR OR OBLIGOR:

LV PENINSULA HOLDING, LLC  
a Texas limited liability company

By: /s/ Nicolai Brune  
NICOLAI BRUNE, CFO  
and Authorized Agent

LENDER:

AUSTERRA STABLE GROWTH FUND, LP

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Promissory Note**

**Date:** March 30, 2023

**Borrower:** LV PENINSULA HOLDING, LLC, a Texas limited liability company

**Borrower's Mailing Address:** 990 Biscayne Blvd., Suite 501  
Miami, Florida 33132

**Lender:** AUSTERRA STABLE GROWTH FUND, LP

**Payee and Place for Payment:** c/o Stallion Funding, LLC  
10119 Lake Creek Parkway, Ste 202  
Austin, Texas 78729

**Principal Amount:** \$5,000,000.00

**Annual Interest Rate:** WSJ Prime (currently 8.00%) plus Five and 50/100 percent (5.50%) per annum, currently equaling Thirteen and 50/100 percent (13.50%)

**Floor Rate:** The interest rate will never be below Thirteen and 50/100 percent (13.50%) regardless of the Prime Interest Rate falling below 8.00%.

**Maturity Date:** April 1, 2024

**Annual Interest Rate on Matured, Unpaid Amounts:**

Matured or accelerated unpaid, and past due, principal and interest shall bear interest from date of maturity or acceleration until paid at the highest non-usurious rate allowed by state or federal law, or if no such rate is established, at a rate per annum equal to eighteen percent (18.00%) per annum

**Terms of Payment (principal and interest):**

Interest only shall be due and payable in monthly installments based on principal advanced, or more, plus tax escrow in the amount of \$7,843.59, commencing on May 1, 2023 and continuing regularly thereafter on the same date of each month until April 1, 2024, when the entire amount hereof, principal and interest then remaining unpaid, shall be due and payable. Payments will be applied first to accrued interest and the remainder to reduction of the Principal Amount.

Borrower may prepay this note in any amount at any time before the Maturity Date without penalty or premium. Any installment becomes overdue for more than 10 days, at Lender's option a late payment charge of 5% may be charged in order to defray the expense of handling the delinquent payment.

**Interest Rate Adjustment:**

The interest rate on this Note shall be adjusted monthly ("the Interest Adjustment Date") provided the maturity of this Note has not been accelerated. The Interest Rate Adjustment shall be on the 1st day of each month until this Note is fully paid.

**Index:**

The Prime Interest Rate means the annual rate of interest identified as the "U.S. prime rate" in the "Money Rates" column published in the *Wall Street Journal*. If the published prime rate is expressed on the applicable date as a range, the prime rate for purposes of this note will be the average between the high and low of that range. If the *Wall Street Journal* ceases to publish a prime rate, Lender may refer to another similar source to identify the prime rate on corporate loans at large United States money center commercial banks and apply that rate.

**Adjustment of Monthly Installments:**

The Lender shall adjust the amount of the monthly installment payments on the next payment date following the Interest Rate Adjustment Date on which a change in the interest is made.

**Notice of Rate Adjustment and Adjustment in Monthly Installments:**

The Lender is not required to send a separate written notice of an interest rate change other than changing the interest rate on the monthly payment statements sent to the Borrower.

**Security for Payment:**

This note is secured by a deed of trust and security agreement, of even date, from LV PENINSULA HOLDING, LLC, a Texas limited liability company (As to Tract One only), to BENJAMIN K. WILLIAMS or BENJAMIN H. HA, Trustee, and by a Real Estate Mortgage (with Power of Sale), of even date, from LV PENINSULA HOLDING, LLC, a Texas limited liability company to Lender (as to Tract Two only) which covers the following real property:

Tract I:

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 174C, 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.

Tract II:

Parcel 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.

Parcel 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.

Parcel 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

Together with the following personal property:

All fixtures, supplies, building materials, and other goods of every nature now or hereafter located, used, or intended to be located or used on the Property;

All plans and specifications for development of or construction of improvements on the Property;

All contracts and subcontracts relating to the construction of improvements on the Property;

All accounts, contract rights, instruments, documents, general intangibles, and chattel paper arising from or by virtue of any transactions relating to the Property;

All permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property;

All proceeds payable or to be payable under each policy of insurance relating to the Property; and

All products and proceeds of the foregoing.

Notwithstanding any other provision in this deed of trust, the term "Property" does not include personal effects used primarily for personal, family, or household purposes.

#### **Promise to Pay**

Borrower promises to pay to the order of Lender the Principal Amount plus interest at the Annual Interest Rate. This note is payable at the Place for Payment and according to the Terms of Payment. All unpaid amounts are due by the Maturity Date. If any amount is not paid either when due under the Terms of Payment or on acceleration of maturity, Borrower promises to pay any unpaid amount plus interest from the date the payment was due to the date of payment at the Annual Interest Rate on Matured, Unpaid Amounts.

#### **Defaults and Remedies**

If Borrower defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note, Lender may declare the unpaid principal balance, earned interest, and any other amounts owed on the note immediately due.

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#### **Waivers**

Borrower waives, to the extent permitted by law, all (1) demand for payment, (2) presentation for payment, (3) notice of intention to accelerate maturity, (4) notice of acceleration of maturity, (5) protest, (6) notice of protest, (7) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code, and (8) rights under section 17.001 and chapter 43 of the Texas Civil Practice and Remedies Code and rule 31 of the Texas Rules of Civil Procedure.

#### **Right of Setoff**

In addition to all liens upon and rights of setoff against the money or other property of Borrower given to Lender that may exist under applicable law, Lender shall have and Borrower hereby grants to Lender a lien upon and a right of setoff against all money and other property of Borrower, now or hereafter in possession of Lender, or Lender's Servicing Agent, whether held in a general or special account or deposit or otherwise, and every such lien and right of setoff may be exercised without demand upon or notice to Borrower. No lien or right of setoff shall be deemed to have been waived by any act or conduct on the part of Lender, or by any neglect to exercise such right of setoff or to enforce such lien, or by any delay in so doing, and every right of setoff and lien shall continue in full force and effect until such right of setoff or lien is specifically waived or released by an instrument in writing executed by Lender.

#### **Attorney's Fees**

Borrower also promises to pay reasonable attorney's fees and court and other costs if an attorney is retained to collect or enforce the note. These expenses will bear interest from the date of advance at the Annual Interest Rate on Matured, Unpaid Amounts. Borrower will pay Lender these expenses and interest on demand at the Place for Payment. These expenses and interest will become part of the debt evidenced by the note and will be secured by any security for payment.

#### **Usury Savings**

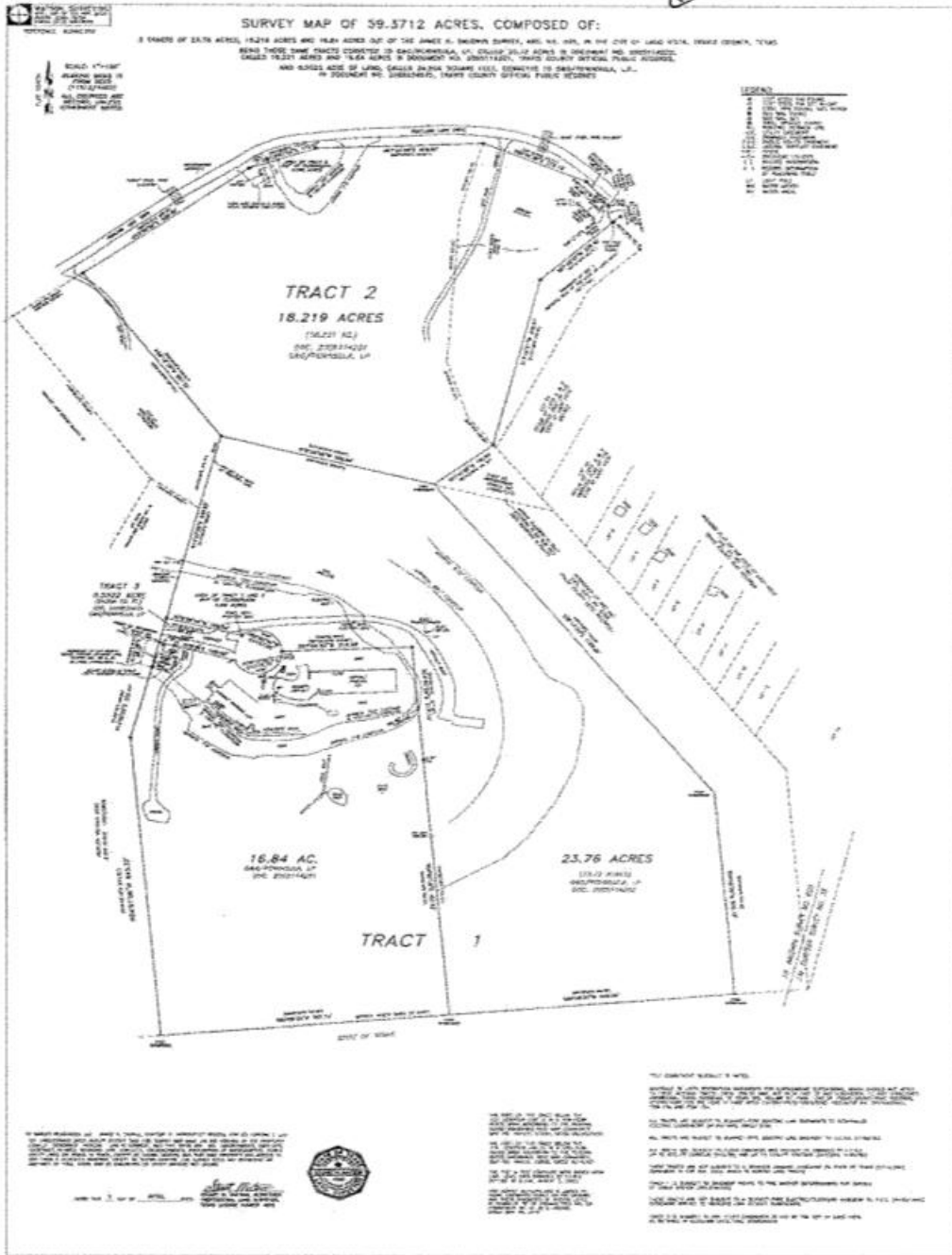
Interest on the debt evidenced by this note will not exceed the maximum rate or amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the Principal Amount or, if the Principal Amount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

#### **Other Clauses**

Each Borrower is responsible for all obligations represented by this note. When the context requires, singular nouns and pronouns include the plural.

LV PENINSULA HOLDING, LLC,  
a Texas limited liability company

EXHIBIT A



**Deed of Trust and Security Agreement****Terms**

**Date:** March 30, 2023

**Grantor:** LV PENINSULA HOLDING, LLC, a Texas limited liability company

**Grantor's Mailing Address:** 990 Biscayne Blvd., Suite 501 Miami, Florida 33132

**Trustee:** BENJAMIN K. WILLIAMS or BENJAMIN H. HA

**Trustee's Mailing Address:** 10119 Lake Creek Parkway, Ste 201 Austin, Texas 78729

**Lender:** AUSTERRA STABLE GROWTH FUND, LP

**Lender's Mailing Address:** c/o Stallion Funding, LLC  
10119 Lake Creek Parkway, Ste 202  
Austin, Texas 78729

**Obligation****Note**

**Date:** of even date hereof

**Original principal amount:** \$5,000,000.00

**Borrower:** LV PENINSULA HOLDING, LLC,  
a Texas limited liability company

**Lender:** AUSTERRA STABLE GROWTH FUND, LP

**Maturity date:** April 1, 2024

**Property (including any improvements):**

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 174C, 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.

**Together with the following personal property:**

All fixtures, supplies, building materials, and other goods of every nature now or hereafter located, used, or intended to be located or used on the Property;

All plans and specifications for development of or construction of improvements on the Property;

All contracts and subcontracts relating to the construction of improvements on the Property;

All accounts, contract rights, instruments, documents, general intangibles, and chattel paper arising from or by virtue of any transactions relating to the Property;

All permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property;

All proceeds payable or to be payable under each policy of insurance relating to the Property; and

All products and proceeds of the foregoing.

Notwithstanding any other provision in this deed of trust, the term "Property" does not include personal effects used primarily for personal, family, or household purposes.

**Prior Liens:** None**Other Exceptions to Conveyance and Warranty:**

Subject to the Permitted Exceptions listed in the attached Exhibit "B" only.

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

**Clauses and Covenants****A. Grantor's Obligations**

Grantor agrees to—

1. keep the Property in good repair and condition;

2. pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lender, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;

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3. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;

4. maintain all insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and as to property loss, that are payable to Lender under policies containing standard mortgage clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender at least ten days before the expiration of the Required Insurance Coverages;

5. obey all laws, ordinances, and restrictive covenants applicable to the Property;

6. keep any buildings occupied as required by the Required Insurance Coverages;

7. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and

8. notify Lender of any change of address.

#### **B. Lender's Rights**

1. Lender or Lender's mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee. Such written appointments need not be filed in the Official Public Records of the county where the property is located or in any other public or governmental records in order to be effective. All rights, remedies and duties of Trustee under this Deed of Trust may be exercised or performed by one or more trustees acting alone or together.

- a. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.
- b. Neither the Trustee named herein nor any Trustee who may act hereunder shall in any way be disqualified from acting as such Trustee for the reason that he may now be, may become or at any applicable time may be a manager, director, an officer, an employee, a shareholder, an agent, or an attorney of Lender or may be otherwise related to Lender.

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- c. Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.

3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the property insurance proceeds available to Grantor for repairs.

4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

#### **6. COLLATERAL PROTECTION INSURANCE NOTICE**

**In accordance with the provisions of section 307.052(a) of the Texas Finance Code, the Lender hereby notifies the Grantor as follows:**

**(A) the Grantor is required to:**

- (i) keep the collateral insured against damage in the amount the Lender specifies;**
- (ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and**
- (iii) name the Lender as the person to be paid under the policy in the event of a loss;**

**(B) the Grantor must, if required by the Lender, deliver to the Lender a copy of the policy and proof of the payment of premiums; and**

**(C) if the Grantor fails to meet any requirement listed in Paragraph (A) or (B), the Lender may obtain collateral protection insurance on behalf of the Grantor at the Grantor's expense.**

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7. If there is a default on the Obligation or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may—

- a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
- b. exercise Lender's rights with respect to rent under the Texas Property Code as then in effect;
- c. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

8. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

#### **C. Trustee's Rights and Duties**

If directed by Lender to foreclose this lien, Trustee will—

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
3. from the proceeds of the sale, pay, in this order—
  - a. expenses of foreclosure, including a reasonable commission to Trustee;
  - b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
  - c. any amounts required by law to be paid before payment to Grantor; and
  - d. to Grantor, any balance; and
4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

#### **D. General Provisions**

1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any trustee's deed conveying the Property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.
5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

7. Grantor collaterally assigns to Lender all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lender may exercise Lender's rights

with respect to rent under the Texas Property Code as then in effect. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies.

8. Interest on the debt secured by this deed of trust 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 debt 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 debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

9. In no event may this deed of trust 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.

10. Grantor may not sell, transfer, or otherwise dispose of any Property, whether voluntarily or by operation of law, without the prior written consent of Lender. If granted, consent may be conditioned upon (a) the grantee's integrity, reputation, character, creditworthiness, and management ability being satisfactory to Lender; and (b) the grantee's executing, before such sale, transfer, or other disposition, a written assumption agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

Grantor may not cause or permit any Property to be encumbered by any liens, security interests, or encumbrances other than the liens securing the Obligation and the liens securing ad valorem taxes not yet due and payable without the prior written consent of Lender. If granted, consent may be conditioned upon Grantor's executing, before granting such lien, a written modification agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, an approval fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

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Grantor may not grant any lien, security interest, or other encumbrance (a "Subordinate Instrument") covering the Property that is subordinate to the liens created by this deed of trust without the prior written consent of Lender. If granted, consent may be conditioned upon the Subordinate Instrument's containing express covenants to the effect that—

- a. the Subordinate Instrument is unconditionally subordinate to this deed of trust;
- b. if any action is instituted to foreclose or otherwise enforce the Subordinate Instrument, no action may be taken that would terminate any occupancy or tenancy without the prior written consent of Lender, and that consent, if granted, may be conditioned in any manner Lender determines;
- c. rents, if collected by or for the holder of the Subordinate Instrument, will be applied first to the payment of the Obligation then due and to expenses incurred in the ownership, operation, and maintenance of the Property in any order Lender may determine, before being applied to any indebtedness secured by the Subordinate Instrument;
- d. written notice of default under the Subordinate Instrument and written notice of the commencement of any action to foreclose or otherwise enforce the Subordinate Instrument must be given to Lender concurrently with or immediately after the occurrence of any such default or commencement; and
- e. in the event of the bankruptcy of Grantor, all amounts due on or with respect to the Obligation and this deed of trust will be payable in full before any payments on the indebtedness secured by the Subordinate Instrument.

Grantor may not cause or permit any of the following events to occur without the prior written consent of Lender: if Grantor is (a) a corporation, the dissolution of the corporation or the sale, pledge, encumbrance, or assignment of any shares of its stock; (b) a limited liability company, the dissolution of the company or the sale, pledge, encumbrance, or assignment of any of its membership interests; (c) a general partnership or joint venture, the dissolution of the partnership or venture or the sale, pledge, encumbrance, or assignment of any of its partnership or joint venture interests, or the withdrawal from or admission into it of any general partner or joint venturer; or (d) a limited partnership, (i) the dissolution of the partnership, (ii) the sale, pledge, encumbrance, or assignment of any of its general partnership interests, or the withdrawal from or admission into it of any general partner, (iii) the sale, pledge, encumbrance, or assignment of a controlling portion of its limited partnership interests, or (iv) the withdrawal from or admission into it of any controlling limited partner or partners. If granted, consent may be conditioned upon (a) the integrity, reputation, character, creditworthiness, and management ability of the person succeeding to the ownership interest in Grantor (or security interest in such ownership) being satisfactory to Lender; and (b) the execution, before such event, by the person succeeding to the interest of Grantor in the Property or ownership interest in Grantor (or security interest in such ownership) of a written modification or assumption agreement containing such terms as Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

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11. When the context requires, singular nouns and pronouns include the plural.
12. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.
13. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.
14. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

15. Grantor and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest, and (g) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code.

16. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.

17. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

18. The term *Lender* includes any mortgage servicer for Lender.

19. Grantor represents that this deed of trust and the Note are given for the following purposes:

The Note renews and extends the balance that Grantor owes on a prior note in the original principal amount of TWO MILLION DOLLARS and 00/100 (\$2,000,000.00), which is dated July 14, 2021, executed by SGB DEVELOPMENT CORP., a Delaware corporation, and payable to WEINRITTER REALTY, LP, a Texas limited partnership. Prior note is more fully described in and secured by a deed of trust on the Property, which is dated of even date, and recorded under Document Number 2021157556 of the Real Property Records of Travis County, Texas. Additionally, this Note renews and extends the balance that Grantor owes on a second lien note in the original principal amount of FIVE HUNDRED THOUSAND and 00/100 Dollars, which is dated September 8, 2022, executed by SGB DEVELOPMENT CORP, a Delaware limited liability company, and payable to WEINRITTER REALTY, LP, a Texas limited partnership. Prior second lien is more fully described in and secured by a deed of trust on the Property, which is dated of even date, and recorded under Document Number 2022152151, Official Public Records of Travis County, Texas. The balance of the indebtedness is for closing costs, interest carry, and cash out of the Property.

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Grantor warrants to Lender and agrees that the proceeds of the Note will be used primarily for business or commercial purposes and not primarily for personal, family, or household purposes.

Grantor warrants to Lender that the Property will not be used as the Grantor's residence during the term of the Obligation.

20. This conveyance is also made in trust to secure payment of all other present and future debts that Grantor may owe to Lender, regardless of how any other such debt is incurred or evidenced. Payment on all present and future debts of Grantor to Lender will be made and the debts will bear interest as provided in notes or other evidences of debt that Grantor will give to Lender. This conveyance is also made to secure payment of any renewal or extension of any present or future debt that Grantor owes to Lender, including any loans and advancements from Lender to Grantor under the provisions of this deed of trust. When Grantor repays all debts owed to Lender, this deed-of-trust lien will terminate only if Lender releases this deed of trust at the request of Grantor. Until Lender releases it, this deed of trust will remain fully in effect to secure other present and future advances and debts, regardless of any additional security given for any debt and regardless of any modification.

21. Grantor agrees to make an initial deposit in a reasonable amount to be determined by Lender and then make monthly payments to a fund for taxes on the Property. Monthly payments will be made on the payment dates specified in the Note, and each payment will be one-twelfth of the amount that Lender estimates will be required annually for payment of taxes. The fund will accrue no interest, and Lender will hold it without bond in escrow and use it to pay the taxes. If Grantor has complied with the requirements of this paragraph, Lender must pay taxes before the end of the calendar year. Grantor agrees to make additional deposits on demand if the fund is ever insufficient for its purpose. If an excess accumulates in the fund, Lender may either credit it to future monthly deposits until the excess is exhausted or refund it to Grantor. When Grantor makes the final payment on the Note, Lender will credit to that payment the whole amount then in the fund or, at Lender's option, refund it after the Note is paid. If this deed of trust is foreclosed, any balance in the fund over that needed to pay taxes, including taxes accruing but not yet payable, and to pay insurance premiums will be paid under part C, "Trustee's Rights and Duties." Deposits to the fund described in this paragraph are in addition to the monthly payments provided for in the Note.

22. Grantor hereby grants Lender a right of first refusal with respect to Grantor's power to authorize any third party (other than Lender pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Lender) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lender, within ten days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Lender's rights as set forth in this instrument.

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22.23. As used in this section: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Grantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Grantor shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Grantor shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Grantor has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Grantor learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

24. Grantor agrees to deliver to Lender, at Lender's request from time to time, financial statements of Grantor and each guarantor of the Note prepared in accordance with generally accepted accounting principles consistently applied, in detail reasonably satisfactory to Lender and certified to be true and correct by Grantor.

**25. WAIVER OF JURY TRIAL. GRANTOR WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (i) UNDER THIS DEED OF TRUST OR ANY RELATED DOCUMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR ANY RELATED DOCUMENT OR (ii) ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION HERewith, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. GRANTOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS DEED OF TRUST ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.**

26. **Venue.** Debtor agrees that this Loan shall be deemed to have been made in the State of Texas at Lender's mailing address indicated at the beginning of this Deed of Trust and shall be governed by, and construed in accordance with, the laws of the State of Texas and is performable in Williamson County, Texas. In any litigation in connection with or to enforce this Deed of Trust, the Note, or any Loan Documents, Grantors, and any guarantors irrevocably consent to and confer personal jurisdiction on the courts of the State of Texas or the United States courts located within the State of Texas. Nothing contained herein shall, however, prevent Lender from bringing any action or exercising any rights within any other state or jurisdiction or from obtaining personal jurisdiction by any other means available under applicable law.

27. **Cross-Collateral; Cross Default.** Without limiting any of the foregoing provisions of this Deed of Trust, and for clarification, Grantor agrees that this Deed of Trust is pledged as security for any and all other sums, indebtedness, obligations and liabilities of any and every kind now or hereafter existing owing and to become due, from any or all of Grantor or any of its successors, assigns, members, managers, guarantors, or affiliates (collectively, the "Grantor Parties") to Lender or to assignees thereof, howsoever created, whether under this Deed of Trust, the Loan Documents or any other instrument, obligation, contract, guarantee or agreement of any and every kind among any of the Grantor Parties and Lender, and whether direct, indirect, primary or secondary, fixed or contingent and any renewals, modifications or extensions of any of the foregoing; provided, however, that notwithstanding anything to the contrary herein or therein neither any Guaranty nor any Environmental Indemnity referenced in the Loan Documents nor any other similar agreement between Grantor or any of its Affiliates and Lender or any of its Affiliates are secured by this Deed of Trust and, notwithstanding anything to the contrary herein or in any other Loan Document, all obligations arising under any such documents are unsecured obligations. A default, not cured within any applicable curative period by any of the Grantor Parties, as applicable, in any such other instrument, obligation, contract, guarantee or agreement of any kind now or hereafter existing among any of the Grantor Parties and Lender, shall constitute a default hereunder and, in like manner, a default hereunder not cured within any applicable curative period shall constitute a default under the terms of such other instrument, obligation, contract, guarantee or agreement. All property of any of the Grantor Parties which stands as security for any of the loans made by Lender to any of the Grantor Parties, whether currently existing or hereafter advanced, shall stand as cross collateral security for all such loans.

28. The lien created by this deed of trust will be cross collateralized with the lien securing payment of ONE MILLION and 00/100 out of the Promissory Note in the original principal amount of FIVE MILLION and 00/100 DOLLARS (\$5,000,000.00), which is dated of even date, executed by LV PENINSULA HOLDING, LLC, a Texas limited liability company, payable to the order of AUSTERRA STABLE GROWTH FUND, LP, and more fully described in and securing said loan with a mortgage with power of sale, of even date, against the following described property, to-wit;

Tract II:

Parcel 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.

Parcel 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.

Parcel 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

The above described mortgage with power of sale to be recorded approximately contemporaneously with this Document, in the Official Public Records of Bryan County, Oklahoma. If default occurs in payment of any part of principal or interest of the note referenced herein or in observance of any covenants of the deed of trust or mortgage with power of sale securing it, the entire debt secured by this deed of trust will immediately become payable at the option of Lender.

29. In addition to creating a deed-of-trust lien on all the real and other property described above, Grantor also grants to Lender a security interest in all of the above-described personal property pursuant to and to the extent permitted by the Texas Uniform Commercial Code.

In the event of a foreclosure sale under this deed of trust, Grantor agrees that all the Property may be sold as a whole at Lender's option and that the Property need not be present at the place of sale.

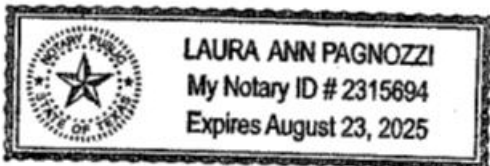
LV PENINSULA HOLDING, LLC,  
a Texas limited liability company

By: /s/ Nicolai Brune  
NICOLAI BRUNE, CFO and  
Authorized Agent

THE STATE OF TEXAS  
COUNTY OF TRAVIS

This instrument was acknowledged before me on the 30<sup>TH</sup> day of March, 2023, by NICOLAI BRUNE, CFO and Authorized Agent, of LV PENINSULA HOLDING, LLC, a Texas limited liability company, on behalf of said limited liability company.

/s/ Laura Ann Pagnozzi  
Notary Public, State of Texas



**PREPARED BY:**  
Law Office of Ben Williams, PLLC  
10119 Lake Creek Parkway, Ste 201  
Austin, Texas 78729

EXHIBIT A

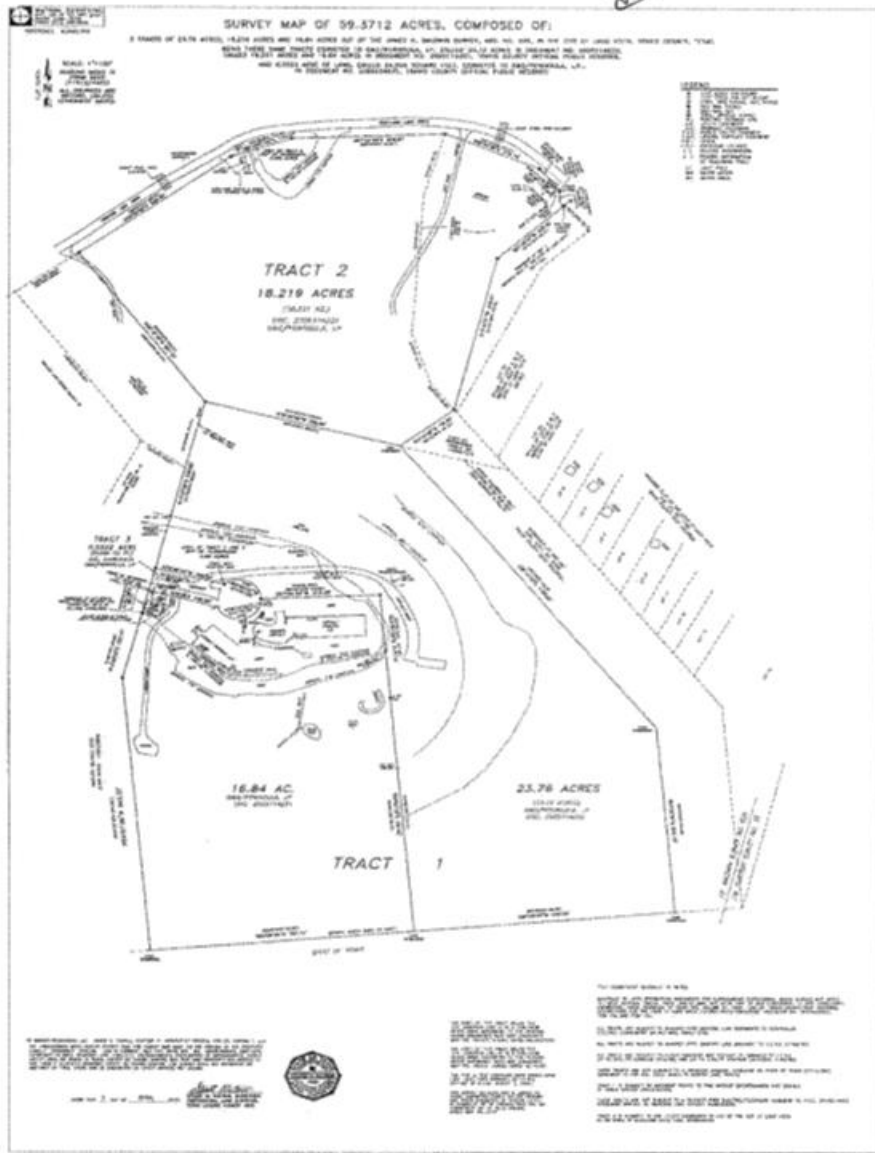


Exhibit "B"

Permitted Exceptions

- a. Volume 87, Page 174C, Plat Records, Volume 10693, Page 559, Volume 10768, Page 1667, Real Property Records, Document No(s) 2007045942, 2012064861, 2012064862, 2013217511, Official Public Records, Travis County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, disability, handicap, familial status or national origin. (As to that 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 174C, Plat Records of Travis County, Texas.)
- b. Maintenance charges and/or assessments secured by a lien as set out in instrument(s) recorded in Document No. 2007045942, Official Public Records, Travis County, Texas. Said lien for charges and assessments is subordinate to purchase money or construction liens as set out therein. (That 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 174C, Plat Records of Travis County, Texas)
- c. Any and all easements, building lines and conditions, covenants and restrictions as set forth in plat recorded in Volume 87, Page 174C, Plat Records, Travis County, Texas. (That 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 174C, Plat Records of Travis County, Texas)

- e. Public Utility and Drainage Easement, Recorded in Volume 10768, Page 1667, Real Property Records, Travis County, Texas. (That 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 174C, Plat Records of Travis County, Texas)
  - f. A perpetual easement and right to flood, inundate and submerge granted to the Lower Colorado River Authority, Recorded in Volume 612, Page 38, Deed Records, Travis County, Texas.
  - g. A perpetual easement and right to flood, inundate and submerge granted to the Lower Colorado River Authority, Recorded in Volume 613, Page 295, Deed Records, Travis County, Texas.
  - h. A perpetual easement and right to flood, inundate and submerge granted to the Lower Colorado River Authority, Recorded in Volume 1169, Page 89, Deed Records, Travis County, Texas.
  - i. Right to construct, maintain and operate electric transmission line(s) over and across all or part of the subject property, as described in Volume 1169, Page 89, Deed Records, Travis County, Texas.
- 

- j. Channel Easement to the State of Texas, Recorded in Volume 1714, Page 394, Deed Records, Travis County, Texas.
  - k. Electric and/or Telephone Easement to Pedernales Electric Cooperative, Inc., Recorded in Volume 3950, Page 1678, Deed Records, Travis County, Texas
  - l. Access and Public Utility Easement to Travis County Municipal Utility District No. 1, Recorded in Volume 6921, Page 1336, Deed Records, Travis County, Texas and as shown on that survey dated 4/3/2013, prepared by Stuart W. Watson, R.P.L.S. 4550.
  - m. Access easement by necessity over and across the subject tract for the benefit of that certain 0.499 acre tract conveyed to Travis County in Constable's Deed dated July 9, 2003, recorded in Document No. 2003158403, Official Public Records, Travis County, Texas.
  - n. Rights of the public to use that portion of American Drive R.O.W. as described under Document No(s) 2008034575 & 2012104068, Official Public Records, Travis County, Texas and as shown on the plats recorded in Volume 65, Page 43 and as amended in Volume 68, Page 23, Plat Records, Travis County, Texas.
  - o. Terms, Conditions, and Stipulations in the Notice: Notice to Purchaser Property in Flood Hazard Area, Recorded in Volume 8506, Page 58, re-filed in Volume 8666, Page 286, Deed Records, Travis County, Texas.
  - p. Mineral and/or royalty interest Recorded in Volume 2145, Page 73, Deed Records, Travis County, Texas.
  - q. Mineral and/or royalty interest Recorded in Volume 2411, Page 30, Deed Records, Travis County, Texas.
  - r. All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other mineral, together with all rights, privileges, and immunities relating thereto appearing in the public records to the extent same are valid and subsisting against the Property.
  - s. (1) All right, title or claim of any character by the United States, State of Texas, local government or by the public generally in and to any portion of the land lying within the current or former bed, or below the ordinary highwater mark, or between the cut banks of a stream navigable in fact or in law.  
  
(2) Right of riparian water rights owners to the use and flow of the water.
  - t. Rights of parties in and to existing roadways extending over, across and onto the insured property northwest corner as shown on survey dated April 3, 2013 prepared by Stuart W. Watson, RPLS No. 4550.
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ASSIGNMENT OF CONTRACT RIGHTS**IDENTIFICATIONS**

Date: March 30, 2023

Assignor: LV PENINSULA HOLDING, LLC, a Texas limited liability company

company Assignor's Address: 990 Biscayne Blvd., Suite 501  
Miami, Florida 33132

Assignee: AUSTERRA STABLE GROWTH FUND, LP

Assignee's Address: c/o 10119 Lake Creek Pkwy, Ste 202, Austin, Texas 78729

## Note Description ("the Note"):

Date: of even date herewith

Borrower: LV PENINSULA HOLDING, LLC,  
a Texas limited liability company

Amount: \$5,000,000.00

Payee: AUSTERRA STABLE GROWTH FUND, LP

## Property:

## Tract I:

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 174C, 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.

## Tract II:

Parcel 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.

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Parcel 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.

Parcel 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

## 1. Assignor transfers and assigns to Assignee and grants to Assignee a security interest in all rights and interests of Assignor in the following ("Assigned Rights"):

- a. All building permits, site plans, subdivision plats, licenses, governmental approvals, utility contracts and rebate agreements, development contracts, construction contracts and subcontracts, surveys, environmental, drainage and soil, studies, tests and reports, engineering and architectural contracts, studies, drawings, plans and specifications, all construction documentation and other intangible property rights.
- b. All payment and performance bonds.
- c. All warranties covering any equipment, if any, located on the Property.
- d. All construction agreements and escrow agreements, including water, wastewater, gas, electricity, and other utility agreements, if any, between Assignor the any Local Authority or Municipality, directly or indirectly, to construction of improvements on the Property.

2. This Assignment is absolute and is effective from the date of execution of this Assignment. However, prior to the occurrence of an Event of Default (as defined in the deed of trust executed by Assignor of even date), Assignor shall have the right, without joinder of Assignee, to enjoy and enforce the contracts, rights, and interests assigned to Assignee. After an Event of Default (as defined in the deed of trust executed by Assignor to secure the Note or a loan agreement between Assignee and Assignor), after the passage of any applicable notice and cure period, Assignee may, at its sole option, exercise the rights in the contracts, rights, and interests assigned to it under the terms of this Assignment.

3. Upon the occurrence of an Event of Default that continues past any applicable notice and cure period, Assignee shall be entitled to pursue any remedies available to Assignee at law or in equity, and, without limiting the generality of the foregoing, may do any or all of the following:

- a. Exercise all rights of a secured party under the Texas Business and Commerce Code, including the conducting of a public or private sale of any or all of Assignor's rights and interests under any Assigned Rights.
- b. Perform any or all of Assignor's obligations under any Assigned Rights, and/or exercise any or all of Assignor's rights and powers thereunder.

Page 2

- c. Receive all proceeds payable to Assignor under any Assigned Rights and apply such proceeds to payment of the Note or to offset the cost of performance of Assignor's obligations under any Collateral Agreements (as is defined in the deed of trust executed by Assignor, as Grantor, of even date) or the Assigned Rights, in such manner and order as Assignee may elect.
4. Upon the occurrence of an Event of Default, after the passage of any applicable notice and cure period, Assignee is appointed and designated as Assignor's agent and attorney-in-fact for all purposes in regard to any Assigned Rights and is authorized, but not required, to do and perform, in Assignor's name, place and stead any act which Assignor could or might do in connection with any Assigned Rights. This power of attorney is a power coupled with an interest and may not be revoked without the prior written consent of Assignee.
5. Assignee is not, and shall never be, obligated to perform any responsibility, obligation or duty of Assignor under or in connection with any Assigned Rights and any such performance shall be wholly discretionary with Assignee. If Assignee undertakes the performance of any duties, burdens or responsibilities or the exercise of any rights or powers of Assignor, Assignee shall not be liable to Assignor for Assignee's failure to complete or properly perform the duties and obligations of Assignor.
6. Assignor agrees to indemnify the Assignee for, and to hold the Assignee harmless from, any and all liability, loss or damage which may or might be incurred by Assignee under any Assigned Rights or under or by reason of this Assignment, including any liability asserted against Assignee due to the negligence, other than gross negligence, of Assignee, and from any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged failure on the part of Assignee to perform or discharge any of the terms, covenants or agreements contained in any Assigned Rights.
7. If the Assignee incurs any liability under any Assigned Rights or under or by reason of this Assignment or in defense of any such claims or demands, the amount of the liability, including costs, expenses, and reasonable attorney's fees shall be secured by this Assignment and the Assignor shall reimburse the Assignee immediately upon demand for any costs or expenses incurred. The failure of the Assignor to reimburse the Assignee for costs or expenses incurred within ten days of the date demand is made for reimbursement shall entitle Assignee, at Assignee's option, to declare all sums secured by this Assignment immediately due and payable.
8. Assignor shall immediately furnish to Assignee copies of all notices, certificates, and other materials received by Assignor from any purchaser in connection with any Assigned Rights, including, but not limited to, all notices of defects and notices of default.
9. Assignor shall immediately furnish to Assignee a complete copy of each contract related to each of the Assigned Rights and shall, upon request by Assignee, execute a specific collateral assignment and UCC-1 Financing Statement pertaining to such contract.
10. Upon the full and final payment and performance of all indebtedness and obligations secured hereby, Assignee shall release the security interest created by the Assignment and reassign any Assigned Rights to Assignor, without representation or warranty.

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11. The Assignor covenants with the Assignee as follows:
- a. To observe and perform all the obligations imposed upon the Assignor under any Assigned Rights and not to do or permit to be done anything to impair the enforceability thereof.
  - b. Not to execute any other security interest in or assignment of Assignor's interest in any Assigned Rights.
  - c. Not to alter, modify or change the terms of any Assigned Rights without the prior written consent of Assignee, or cancel or terminate a contract creating any Assigned Rights or convey or transfer or suffer or permit a conveyance or transfer of any interest therein.
12. This Assignment includes any subsequent renewals, modifications, or substitutions of any assigned contracts, rights, or interests and any proceeds received therefrom.
13. Neither this Assignment nor the exercise of any rights or interests assigned to Assignee shall be construed as a waiver by Assignee of its right to enforce payment of the Note and performance under any document securing its payment in accordance with the terms and provisions of such document or documents.
14. This Assignment is made on the following terms, covenants and conditions:
- a. Upon or at any time after default in the payment of the Note or in the performance by Assignor of any obligation, covenant or agreement contained in a Collateral Agreement, or an Assigned Right that continues past any applicable notice and cure period, this Assignment, upon acceleration of the Note according to its terms, shall assign fully, absolutely and unconditionally to Assignee all of Assignor's right, title and interest in any Assigned Rights. No action other than written notice of default shall be required to make the assignment granted herein absolute.
  - b. Upon payment in full of the principal sum, interest, and indebtedness secured hereby, this Assignment shall become and be void and of no effect but the affidavit, certificate, letter or statement of any officer, agent or attorney of the Assignee showing any part of said principal, interest, or indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon.
  - c. The Assignor authorizes and directs the parties contracting with Assignor under a contract creating any Assigned Rights, upon receipt of written notice from Assignee, after any applicable notice and cure period, stating that a default exists under the Note, a Collateral Agreement, or a contract related to an Assigned Right to acknowledge Assignee as the assignee of Assignor's interest in any Assigned Rights. Assignor agrees to indemnify and hold any such contracting parties from any loss or damage suffered by such party in reliance upon this Assignment.

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- d. Nothing contained in this Assignment and no act done or omitted by the Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by the holder of the Note of any rights and remedies under said Note and any other security documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the holder of the Note under the terms of said Note and other security documents.
- e. This Assignment, together with the covenants and warranties contained herein, shall inure to the benefit of the Assignee and any successor of Assignee and shall be binding upon the Assignor, Assignor's heirs, successors and assigns and any subsequent owner of the Property.



ASSIGNOR:

LV PENINSULA HOLDING, LLC,  
a Texas limited liability company

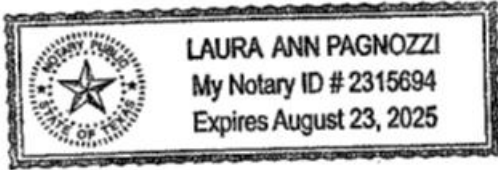
By: /s/ Nicolai Brune  
NICOLAI BRUNE, CFO and  
Authorized Agent

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 30<sup>TH</sup> day of March, 2023, by NICOLAI BRUNE, CFO and Authorized Agent, of LV PENINSULA HOLDING, LLC, a Texas limited liability company, on behalf of said limited liability company.

/s/ Laura Ann Pagnozzi  
Notary Public, State of TEXAS



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ASSIGNEES:

AUSTERRA STABLE GROWTH FUND, LP,  
a Texas limited partnership

By: AUSTERRA WEALTH MANAGEMENT, LLC a Texas  
limited liability company  
Its: General Partner

By: /s/ Mark C. Holland  
MARK C. HOLLAND, Managing Member

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Space reserved for recording purposes only

REAL ESTATE MORTGAGE  
(WITH POWER OF SALE)

KNOW ALL BY THESE PRESENTS:

THAT LV PENINSULA HOLDING, LLC, a Texas limited liability company ("Mortgagor") has mortgaged and hereby mortgages and grants a security interest to AUSTERRA STABLE GROWTH FUND, LP ("Mortgagee") the following described real estate and premises situated in Bryan County, State of Oklahoma, to-wit:

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 with all buildings, structures and improvements of every nature thereon, and all fixtures, machinery, appliances, equipment, furniture and personal property of every nature located in or on, or attached to or used or intended to be used in connection with the operation of such property, including all additions, accessions, improvements and replacements of or to any of the foregoing, and the proceeds thereof, and all appurtenances thereto belonging, and all rents, royalties, issues, profits and other benefits therefrom (all of which is hereinafter collectively referred to as the "Property"), and warrant the title to the same,

TO HAVE AND TO HOLD the same unto the Mortgagee, and to its successors and assigns, forever, subject to the following terms, covenants, agreements and conditions:

1. Definitions. Capitalized terms used but not defined in this Mortgage have the meanings provided to them in the Loan Agreement of even date with this Mortgage (between Mortgagor, as "Borrower," and Mortgagee, as "Lender" (as amended, restated, amended and restated, supplemented, extended and/or otherwise modified from time to time, the "Loan Agreement").

2. Indebtedness and Covenants Secured by Mortgage. This Mortgage is given to secure the payment of certain indebtedness and the performance of certain covenants and agreements of the Mortgagor, as provided in this Mortgage, including without limitation the following:

A. Indebtedness. This Mortgage secures the payment of an indebtedness in the principal sum of Five Million and no/100 Dollars (\$5,000,000.00), payable according to the terms of that certain Promissory Note, described as follows, to-wit:

Promissory Note dated March 30, 2023, executed by Mortgagor as the "Maker," in favor of the Mortgagee, in the principal sum of \$5,000,000.00, bearing interest at the WSJ Prime Rate (currently 8.00%) plus 5.50%, interest only payments based on the amount of principal advanced payable monthly beginning May 1, 2023, and continuing monthly thereafter until April 1, 2024, at which time all unpaid principal and accrued interest shall be due and payable. This Mortgage also secures the payment of all other and additional debts, obligations and liabilities of every kind and character of the Mortgagor now existing or hereafter arising in favor of the Mortgagee, and any renewals or extensions thereof, as well as any future advances and any advances made by Mortgagee pursuant to the terms and provisions hereof. Notwithstanding the foregoing, this lien of Mortgage shall be limited to the sum of \$1,000,000.00, being the value of the Property described hereinabove.

B. Ad Valorem Taxes. The Mortgagor hereby agrees to pay any and all ad valorem taxes and special assessments of each and every nature against the Property, in a timely manner, and the Mortgagor covenants and agrees to and for the benefit of the Mortgagee that such taxes and assessments shall never become delinquent. In the event any such taxes shall be or remain unpaid for a period of thirty (30) days after payment thereof is due, the Mortgagee shall have the right, but not the obligation, to pay such taxes or assessments, and all interest and penalties then due thereon, and collect the same from the Mortgagor, with interest accruing thereto at the rate of ten percent (10%) per annum. This Mortgage further secures the obligation of the Mortgagor for the payment of all such taxes and assessments, and the payment to the Mortgagee of such taxes if paid by the Mortgagee, including interest and penalties as provided herein.

C. Condition of Property. The Mortgagor covenants and agrees to and for the benefit of the Mortgagee to keep the Property in good condition and repair and not to commit or allow waste to be committed on the Property, nor to demolish or alter the design or structural character of any of the buildings or other improvements (without the Mortgagee's prior written consent), nor to remove any of the fixtures, improvements or personal property (without the Mortgagee's prior written consent) except for the purposes of replacement or repair in the ordinary course of the Mortgagor's business, and to comply with all orders and requirements of any governmental agency or authority with respect to the Property. In particular, the Mortgagor will comply with all environmental laws, rules and regulations, and no hazardous or toxic materials or substances shall be deposited upon or into nor stored within or on the Property. This Mortgage further secures the obligation of the Mortgagor pursuant to such covenants and agreements.

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D. Insurance.

(1) Required Coverage. The Mortgagor further covenants and agrees to, at all times during the term of this Mortgage, continuously maintain casualty, public liability and other insurance coverage on the Property described in the Loan Agreement.

(2) Satisfaction of Insurance Requirements. All certificates of required insurance shall be reviewed and approved by the Mortgagee, which review shall include, without limitation, the insurance companies, the amounts, contents and form of certificates and expiration dates, and the issuance of a mortgagee's loss payable endorsement in favor of the Mortgagee. The Mortgagee shall also be named as an additional insured upon request. Premiums on acceptable policies of insurance must be fully paid in advance, and evidence of payment shall be delivered to the Mortgagee prior to the execution hereof. Such policy or policies of insurance shall contain a clause that the insurer will not cancel or change the insurance without first giving the Mortgagee at least ten (10) days' prior written notice. A copy of such policies of insurance shall be delivered to the Mortgagee prior to the execution hereof. In the event the Mortgagor shall fail to procure and to pay the premiums for such policy or policies of insurance, the Mortgagee shall have the right, following notice to the Mortgagor of the intention to do so (except in emergency cases), to procure and pay for such policy or policies and, upon demand therefor, the Mortgagor shall reimburse the Mortgagee in the amount of the premium thereof, together with interest accruing at the rate in effect under the Note.

If title to the Property is transferred, the Mortgagee shall have the right, but not the duty, as authorized agent for the Mortgagor, to assign the insurance to the grantee of title. In

the event of loss under any such policies, the Mortgagor will give immediate notice to the Mortgagee. The Mortgagee may make proof of loss if not made promptly by the Mortgagor, and the Mortgagee shall have and is hereby specifically given full power to settle or compromise claims thereunder and to demand, receive and receipt for all moneys payable thereunder, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee, instead of to the Mortgagor and the Mortgagee jointly. The Mortgagor hereby irrevocably authorizes the Mortgagee to endorse on the Mortgagor's behalf any items received in connection herewith, and such authorization is coupled with an interest. Such insurance proceeds or any part thereof received by the Mortgagee may, at the Mortgagee's option, be applied upon the indebtedness secured hereby in such manner as the Mortgagee may elect, or be applied in restoring, rebuilding or repairing the property damaged, or be released to the Mortgagor. In the event of the foreclosure of this Mortgage or upon transfer of title to the Property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force will pass to the purchaser or grantee. This Mortgage further secures the obligation of the Mortgagor pursuant to such covenants and agreements.

E. Title and Priority of Mortgage. The Mortgagor further represents, warrants, covenants and agrees with the Mortgagee that this Mortgage is prior and superior to all other liens and encumbrances of every nature and kind whatsoever except taxes and assessments not yet due and easements and rights of way of record as of the date hereof. The Mortgagor will defend the title to the Property and the priority and validity of the lien of this Mortgage against all claims or demands whatsoever and will promptly pay and discharge any and all claims or liens which may subsequently be asserted against any portion of the Property which is then subject to the lien of this Mortgage. This Mortgage further secures such covenant and warranty of title and priority of this Mortgage.

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F. Costs and Expenses. The Mortgagor further covenants and agrees that in the event that proceedings are initiated to foreclose this Mortgage, either judicially or by exercise of the power of sale, or if the Mortgagee or any holder hereof is compelled to defend the lien of this Mortgage or otherwise to enforce or protect the rights and interests of the Mortgagee or other holder hereunder, the Mortgagor will pay to the Mortgagee a reasonable attorneys' fee and all costs or expenses incurred therein, including court costs, abstracting charges, insurance premiums and taxes, which this Mortgage also secures, and if judgment be entered for any purpose the judgment shall include an award in favor of the Mortgagee or other holder hereof for such fees, costs and expenses.

3. Security Agreement and Financing Statement. This Mortgage shall constitute a security agreement and financing statement under and in accordance with the provisions of the Uniform Commercial Code with respect to the Property. The Mortgagor will, from time to time and as often as requested by the Mortgagee, execute and deliver to the Mortgagee such financing statements and other supplemental security agreements as the Mortgagee may reasonably request in order to perfect the security interest created hereby. The Mortgagor hereby designates and appoints the Mortgagee as the Mortgagor's agent and attorney-in-fact to do all acts and deeds reasonably necessary to perfect and maintain perfection of the lien and security interest created hereby.

4. Events of Default. The following matters shall constitute "Events of Default" hereunder, entitling the Mortgagee or any holder hereof to exercise its remedies therefor as provided herein:

(a) Default Under the Loan Agreement. The occurrence of an "Event of Default" as that term is defined under the Loan Agreement.

(b) Payment Default. The failure to make any of the installment payments due upon the Promissory Note described above, or the failure to make any payments due for any indebtedness, covenant or agreement provided herein as secured by this Mortgage;

(c) Performance Default. The failure by the Mortgagor or any owner or holder of an interest in any portion of the Property which is then subject to the lien of this Mortgage to perform any obligation or agreement provided herein, or if any warranty or representation made by the Mortgagor shall fail or be untrue;

(d) Foreclosure. The institution of any proceedings, either judicial or otherwise, for the foreclosure of any mortgage or other lien against any portion of the Property which is then subject to the lien of this Mortgage, and the pendency or continuation of such proceedings for a period of more than Twenty (20) days following the Mortgagee's receipt of notice or knowledge thereof;

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(e) Tax Sale or Certificate. The issuance by the County Treasurer of Bryan County, Oklahoma, by the Oklahoma Tax Commission, by the U.S. Internal Revenue Service, or by any other taxing authority having jurisdiction thereof, of either (i) any certificate or other notice of a delinquent tax obligation constituting a lien upon or against any portion of the Property which is then subject to the lien of this Mortgage, or (ii) any instrument purporting to constitute a sale or other transfer of title to or an interest in any portion of the Property which is then subject to the lien of this Mortgage, in connection with the enforcement of any obligation for the payment of taxes due for or against such portion of the Property;

(f) Bankruptcy, Insolvency, Incapacity, Receivership. With respect to any owner of any portion of the Property which is then subject to the lien of this Mortgage, the bankruptcy or insolvency of such owner, the assignment by such owner of its assets for the benefit of creditors, the incapacity of such owner, the appointment of a guardian or a receiver for or over such owner or its affairs, or the death or cessation of existence of any such owner (including the suspension by the cognizant governmental agency or entity of the authority of such owner to transact business in this state, or the failure of such owner to obtain such authority, if required to do so under applicable law).

5. Remedies upon Default. Upon any Event of Default as set forth herein, the Mortgagee may accelerate all sums due hereunder and foreclose this Mortgage at the option of the Mortgagee, except as limited by law, by either:

(a) Judicial Foreclosure. In accordance with the laws of the State of Oklahoma. In the event a judicial foreclosure is commenced to foreclose this Mortgage, the Mortgagee, and its successors or assigns, shall be forthwith entitled to immediate possession of the Property and may at once take possession of the same and receive and collect the rents, issues and profits therefrom, if any, and shall be entitled to have a receiver appointed to take charge of the Property during such litigation and period of redemption from sale thereunder, without the proof required by statute regardless of the value of the Property, accounting to the Mortgagor for the net income only, applying the same in payment of any part of the indebtedness secured hereby remaining unpaid, and the holder hereof shall in no case be held to account for rentals or damages other than for rent actually received.

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(b) Sale without Judicial Foreclosure. In accordance with the Oklahoma Power of Sale Mortgage Foreclosure Act and any acts amendatory thereto, which power of sale is hereby conferred upon the Mortgagee to sell the Property at public sale after giving the Mortgagor written notice in accordance with the Oklahoma Power of Sale Mortgage Foreclosure Act and all acts amendatory thereto. If the breach is not cured on or before the date specified in the Mortgagee's notice to the Mortgagor, the

Mortgagee at its option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the POWER OF SALE hereby granted and any other remedies permitted by applicable law. The Mortgagee shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Mortgage. The Mortgagee or any holder hereof or their designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (i) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorneys' fees; (ii) to all sums secured by this Mortgage; and (iii) the excess, if any, to the person or persons legally entitled thereto. Any sale pursuant hereto shall be held, advertised, conducted, continued, completed, closed and the proceeds of said sale distributed in accordance with the Oklahoma Power of Sale Mortgage Foreclosure Act and any acts amendatory thereto.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE.

(c) Exercise of all Uniform Commercial Code remedies as provided by law, including without limitation requiring the Mortgagor to assemble the Property or any portion thereof and make the same available to the Mortgagee at a place convenient to both parties, for the purpose of the Mortgagee's taking possession thereof and selling the Property in accordance with the Uniform Commercial Code as in effect in the State of Oklahoma, as amended from time to time.

(d) Remedies Cumulative. All remedies herein expressly provided for are cumulative of any and all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in the Loan Agreement.

(e) Waiver of Marshalling; Additional Rights of Lender. Mortgagor waives any and all right to have the Property (and/or any other property that secures any of the loan) marshaled. In exercising its rights and remedies, Mortgagee may sell all or any part of the Property together or separately, in one sale or by separate sales. If an Event of Default occurs, Mortgagee may pursue any of its remedies and rights under this Mortgage with respect to the Property and Mortgagor to collect payment in full of the obligations secured by this Mortgage, regardless of whether Lender first proceeds against any other collateral for the obligations secured by this Mortgage. Additionally, Mortgagor acknowledges and agrees that, upon the occurrence of an Event of Default, Mortgagee, in its sole discretion, (i) may proceed against the Property pursuant to this Mortgage, or against any other party obligated under, or collateral for, the obligations secured by this Mortgage, as Mortgagee deems appropriate, and (ii) may exercise any right, power, or remedy to which it is entitled under the Loan Agreement simultaneously or separately, and in such order, as Mortgagee deems appropriate.

6. Waiver of Appraisal and Homestead. The Mortgagor, for said consideration, do further hereby expressly waive or not waive, at the option of the Mortgagee, appraisal of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

7. Time of the Essence. Time is of the essence of this Mortgage and the covenants and agreements contained herein.

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8. Binding Effect. This Mortgage and the covenants and agreements herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including all owners of title to or any interests in the Property.

9. Governing Law. This Mortgage and the obligations, covenants and agreements secured hereby shall be in all respects construed according to the laws of the State of Oklahoma.

10. Notices. Any notice, demand or request must be in writing and may be delivered in person or by certified mail at the following addresses:

If to Mortgagor:

LV Peninsula Holding, LLC  
990 Biscayne Boulevard, Suite 501  
Miami, Florida 33132

If to Mortgagee:

Austerra Stable Growth Fund, LP  
c/o Stallion Funding, LLC  
10119 Lake Creek Parkway, Ste. 202  
Austin, Texas 78729

11. Counterpart Signatures. This instrument may be executed in multiple counterparts, each being deemed an original.

[Signature Page Follows]

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THIS REAL ESTATE MORTGAGE has been executed and delivered effective as of the 30<sup>th</sup> day of March, 2023.

MORTGAGOR:

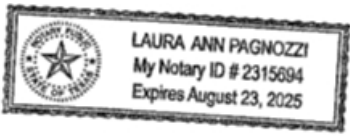
LV PENINSULA HOLDING, LLC, a Texas  
limited liability company

By: /s/ Nicolai Brune  
Name: Nicolai Brune  
Title: Chief Financial Officer and  
Authorized Agent

STATE OF TEXAS            )  
  ) ss.  
COUNTY OF TRAVIS        )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 2023, by Nicolai Brune, Chief Financial Officer and Authorized Agent of LV Peninsula Holding, LLC, a Texas limited liability company, for the uses and purposes therein set forth.

/s/ Laura Ann Pagnozzi  
Notary Public



My commission expires: August 23, 2025

SIGNATURE PAGE  
REAL ESTATE MORTGAGE

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## Guaranty

Date: March 30, 2023

Guarantor: SAFE AND GREEN DEVELOPMENT CORP., a Delaware corporation f/k/a  
SGB DEVELOPMENT CORP., a Delaware corporation

Guarantor's Mailing Address: 990 Biscayne Blvd., Suite 501  
Miami, Florida 33132

Borrower: LV PENINSULA HOLDING, LLC, a Texas limited liability company

Borrower's Mailing Address: 990 Biscayne Blvd., Suite 501  
Miami, Florida 33132

Lender: AUSTERRA STABLE GROWTH FUND, LP

Payee and Place for Payment: c/o Stallion Funding, LLC  
10119 Lake Creek Parkway, Ste 202  
Austin, Texas 78729

Guaranteed Indebtedness: The debt evidenced by the note of even date, in the original principal amount of \$5,000,000.00, executed by Borrower and payable to the order of Lender, the obligations under the deed of trust executed in connection with the note and any other document executed by Borrower evidencing or securing the note (collectively, the "Loan Documents"), plus all interest, penalties, expenses, attorney's fees, and other collection costs as provided in the Loan Documents.

1. Guarantor agrees to pay, when due or declared due, the Guaranteed Indebtedness to Lender at Lender's Mailing Address.
  2. Guarantor waives (a) diligence in preserving liability of any person on the Guaranteed Indebtedness and in collecting or bringing suit to collect the Guaranteed Indebtedness; (b) all rights of Guarantor under chapter 34 of the Texas Business and Commerce Code and rule 31 of the Texas Rules of Civil Procedure, section 17.001 of the Texas Civil Practice and Remedies Code, and sections 51.003, 51.004, and 51.005 of the Texas Property Code; (c) protest; (d) notice of extensions, increases, renewals, or rearrangements of the Guaranteed Indebtedness; and (e) notice of acceptance of this guaranty, of creation of the Guaranteed Indebtedness, of failure to pay the Guaranteed Indebtedness as it matures, of any other default, of adverse change in Borrower's financial condition, of release or substitution of collateral, of intent to accelerate, of acceleration, and of subordination of Lender's rights in any collateral, and every other notice of every kind. Guarantor's obligations under this guaranty will not be altered nor will Lender be liable to Guarantor because of any action or inaction of Lender in regard to a matter waived or of which notice is waived by Guarantor in the preceding sentence.
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3. Guarantor agrees to pay reasonable attorney's fees and other collection costs if this guaranty is placed in the hands of an attorney for collection. If any party retains an attorney to enforce this guaranty, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
  4. This guaranty is an absolute, irrevocable, unconditional, and continuing guaranty of payment and performance and not of collection.
  5. Lender need not resort to Borrower or any other person or proceed against collateral before pursuing its rights against Guarantor or any other guarantor. Lender's action or inaction with respect to any right of Lender under the law or any agreement will not alter the obligation of Guarantor hereunder. Lender may pursue any remedy against Borrower or any collateral or under any other guaranty without altering the obligations of Guarantor hereunder and without liability to Guarantor, even though Lender's pursuit of such remedy may result in Guarantor's loss of rights of subrogation or to proceed against others for reimbursement of contribution or any other right.
  6. Guarantor will remain liable for the Guaranteed Indebtedness even though the Guaranteed Indebtedness may be unenforceable against or uncollectible from Borrower or any other person because of incapacity, lack of power or authority, discharge, or any other reason.
  7. Guarantor consents and acknowledges that Guarantor's obligations will not be released by (a) the renewal, extension, or modification of the Guaranteed Indebtedness or any of the Loan Documents; (b) the insolvency, bankruptcy, liquidation, or dissolution of Borrower or any other obligor; (c) the failure of Lender to properly obtain, perfect, or preserve any security interest or lien in any collateral for the Guaranteed Indebtedness; (d) the release, substitution, or addition of any collateral for the Guaranteed Indebtedness; or (e) the failure of Lender to exercise diligence, commercial reasonableness, or reasonable care in the preservation, enforcement, or sale of any of the collateral.
  8. Lender need not notify Guarantor that Lender has sued Borrower, but if Lender gives written notice to Guarantor that it has sued Borrower, Guarantor will be bound by any judgment or decree, to the extent permitted by law.
  9. Lender may sue any guarantor without impairing Lender's rights against any other guarantor, with or without making Borrower a party. Lender may settle with Borrower or any other guarantor for such amounts as it may elect or may release Borrower or any guarantor or any collateral securing the Guaranteed Indebtedness without impairing Lender's right to collect the Guaranteed Indebtedness from Guarantor.
  10. This guaranty binds Guarantor and Guarantor's heirs, successors, and assigns, and it benefits and may be enforced by Lender and Lender's successors in interest. When the context requires, singular nouns and pronouns include the plural. This guaranty will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. The provisions of this guaranty are severable. If a court of competent jurisdiction finds that any provision of this guaranty is unenforceable, then the remaining provisions will remain in effect without the unenforceable parts.
  11. FINAL AGREEMENT: THIS WRITTEN 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.

/s/Paul Galvin  
PAUL GALVIN, President



**Safe & Green Holdings Corp. Announces Execution of Agreement to Refinance  
its Lago Vista Site for Net Proceeds of \$2.0 Million**

**MIAMI—March 31, 2023 (BUSINESS WIRE) -- Safe & Green Holdings Corp. (NASDAQ: SGBX) (“Safe & Green Holdings” or the “Company”)** a leading developer, designer, and fabricator of modular structures, today announced that the Company has executed an agreement to refinance its Lago Vista site, located on Lake Travis in the greater Austin, Texas area, via Stallion Funding, a private real estate finance company based in the area.

Paul Galvin, Chairman, and Chief Executive Officer of Safe & Green Holdings Corp. commented, “Since its initial purchase for approximately \$3.5 million, the Lago Vista site’s value has experienced significant appreciation due to the tremendous growth experienced in the Austin, Texas area. As a result, we were able to refinance and increase our loan on the site at a similar interest rate, providing us with approximately \$2.0 million in net proceeds, further strengthening the Company’s cash position. The new note is secured by the Lago Vista property and our mixed-use McLean site in Durant, Oklahoma.”

“We believe this transaction demonstrates the value of our real estate assets, and our ability to secure non-dilutive debt financing. Moreover, we are progressing with the planned sale of the Lago Vista site, which would further strengthen our balance sheet. Overall, we have built a highly scalable business model and remain firmly committed to minimizing dilution by leveraging our growing asset base.”

The loan transaction is expected to close on March 31, 2023. The Company will provide further updates on the site in the near future, as able.

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**About Safe & Green Holdings Corp.**

Safe & Green Holdings Corp., a leading modular solutions company, operates under core capabilities which include the development, design, and fabrication of modular structures, meeting the demand for safe and green solutions across various industries. The firm supports third-party and in-house developers, architects, builders, and owners in achieving faster execution, greener construction, and buildings of higher value. Safe and Green Development Corporation is a leading real estate development company. Formed in 2021, the company focuses on the development of sites using purpose-built, prefabricated modules built from both wood & steel, sourced from one of Safe & Green Holdings factories and operated by SG Echo. For more information, visit [www.safeandgreenholdings.com](http://www.safeandgreenholdings.com) and follow us at @SGHcorp on Twitter.

**Safe Harbor Statement**

Certain statements in this press release constitute “forward-looking statements” within the meaning of the federal securities laws. Words such as “may,” “might,” “will,” “should,” “believe,” “expect,” “anticipate,” “estimate,” “continue,” “predict,” “forecast,” “project,” “plan,” “intend” or similar expressions, or statements regarding intent, belief, or current expectations, are forward-looking statements. These forward-looking statements are based upon current estimates and assumptions and include statements regarding refinancing the Lago Vista site via Stallion Funding, the loan transaction demonstrating the value of the Company’s real estate assets and ability to secure low-cost, non-dilutive debt financing, progressing with the planned sale of the Lago Vista site, remaining firmly committed to minimizing dilution by leveraging the Company’s growing asset base, closing the loan transaction on March 31, 2023 and providing further updates on the site in the near future. While SG Blocks believes these forward-looking statements are reasonable, undue reliance should not be placed on any such forward-looking statements, which are based on information available to us on the date of this release. These forward-looking statements are subject to various risks and uncertainties, many of which are difficult to predict that could cause actual results to differ materially from current expectations and assumptions from those set forth or implied by any forward-looking statements. Important factors that could cause actual results to differ materially from current expectations include, among others, the Company’s ability to close the loan transaction on March 31, 2023 as planned, the Company’s ability to sell the Lago Vista site and leverage its asset base, the Company’s ability to spin out Safe and Green Development Corporation as planned, the Company’s ability to expand within various verticals as planned, the Company’s ability to position itself for future profitability, the Company’s ability to maintain compliance with the NASDAQ listing requirements, and the other factors discussed in the Company’s Annual Report on Form 10-K for the year ended December 31, 2022 and its subsequent filings with the SEC, including subsequent periodic reports on Forms 10-Q and 8-K. The information in this release is provided only as of the date of this release, and we undertake no obligation to update any forward-looking statements contained in this release on account of new information, future events, or otherwise, except as required by law.

**Investor Relations:**

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