

NOTICE OF FORECLOSURE SALE

Notice Date: March 11, 2024

Deed of Trust ("Deed of Trust"):

Dated: June 18, 2022

Grantor: Cambio One, LLC, a Texas limited liability company

Trustee: Meagan Powers

Lender: SRV Land & Cattle, LLC, a Texas limited liability company

Recorded in: Document No. 202209395 of the Official Public Records of Burnet County, Texas.

Legal Description: See Attached Exhibits A and A-1.
(The "Property")

Secures: Promissory Note ("Note") dated June 17, 2022, in the original principal amount of \$600,000.00, executed by Drew Loessin Tate, Manager, Cambio One, LLC ("Borrower") and payable to the order of Lender.

Foreclosure Sale:

Date: Tuesday, April 2, 2024

Time: The sale of the Property shall begin no earlier than 1:00 p.m. or no later than three hours thereafter. The sale shall be completed no later than 4:00 p.m.

Place: The East side of the Burnet County Courthouse, (outside the County Clerk's Office), 220 S. Pierce Street, Burnet, Texas 78611.

Terms of Sale: The Foreclosure sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that SRV Land & Cattle LLC's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, the owner and holder of the Note, has requested undersigned Substitute Trustee to sell the Property. Undersigned Substitute Trustee has been appointed by owner and holder of the Note, effective March 11, 2024, as evidenced by recordation

of such appointment with the Burnet County Official Public Records.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of SRV Land & Cattle, LLC's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with SRV Land & Cattle, LLC's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

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

Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except to the warranties (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to Section 51.075(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

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

SHELL & SHELL

By: 

Susan A. Swete, Attorney
Substitute Trustee
SBN: 24014496
6000 N. Hwy. 281
Marble Falls, Texas
Telephone: (830) 798-1690
Facsimile: (830) 798-0328,
Email: sswete@shellattorneys.com

EXHIBIT A: LEGAL DESCRIPTION

Being 3.088 acres of land, more or less, consisting of Lot Nos. One (1), Two (2), Eleven (11) and Twelve (12), Block 150, and the twenty foot (20') alley adjacent to same; Seventh Street South of Lots 1 and 2, Block 150; Lot Nos. Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block 165; Sixth Street South of Lot 12, Block 165; and Lot Nos. Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block 172, all shown on the plat of the City of Marble Falls Original Township, recorded in Volume Y, Page 535, Deed Records of Burnet County, Texas, being more fully described in Exhibit "A-1" attached hereto and made a part hereof; together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships.

Exhibit A-1

THENCE ALONG THE SOUTHWEST LINE OF THIS 3.088 ACRE AND OF SAID LOT 12, BLOCK 172 AND THE NORTHEAST RIGHT OF WAY LINE OF SAID FIFTH STREET N 61°33'20" W 140.19' (N 60°W 140') TO A MAG NAIL FOUND WITH WASHER STAMPED "1877" AT THE WEST CORNER OF LOT 12, BLOCK 172 AT THE INTERSECTION OF THE NORTHEAST RIGHT OF WAY LINE OF FIFTH STREET WITH THE SOUTHEAST RIGHT OF WAY LINE OF SAID AVENUE "N";

THENCE ALONG THE NORTHWEST LINE OF THIS 3.088 ACRE AND OF LOTS 12 THRU 7, BLOCK 172, THEN CROSSING SAID SIXTH STREET, THEN WITH THE NORTHWEST LINE OF LOTS 12 THRU 7, BLOCK 165, THEN CROSSING SEVENTH STREET AND FINALLY WITH THE NORTHWEST LINE OF SAID LOT 1, SAID 20' ALLEY AND LOT 12, BLOCK 150 AND WITH THE SOUTHEAST RIGHT OF WAY LINE OF SAID AVENUE "N" N 28°26'40" E 1069.51' (N 30°E 1060') TO THE PLACE OF BEGINNING;

FIELD NOTES TO ACCOMPANY A SURVEY PLAT OF 3.088 ACRES CONSISTING OF LOTS 1, 2, 11 AND 12, BLOCK 150 AND THE 20' ALLEY ADJACENT TO SAME; SEVENTH STREET SOUTH OF LOTS 1 AND 2, BLOCK 150; LOTS 7 THRU 12, BLOCK 165; SIXTH STREET SOUTH OF LOT 12, BLOCK 165 AND LOTS 7 THRU 12, BLOCK 172 ALL SHOWN ON THE PLAT OF THE CITY OF MARBLE FALLS ORIGINAL TOWNSHIP RECORDED IN VOLUME "Y", PAGE 535, DEED RECORDS, BURNET COUNTY, TEXAS (D.R.B.C.T.), BEING THE SAME CALLED 3.088 ACRES CONVEYED TO MOXIE HOLDINGS 1, LLC IN DOCUMENT NO. 201306043, OFFICIAL PUBLIC RECORDS, BURNET COUNTY, TEXAS (O.P.R.B.C.T.). THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD 83. () DENOTES RECORD INFORMATION.

BEGINNING AT A MAG NAIL FOUND WITH WASHER STAMPED "1877" AT THE NORTHWEST CORNER OF THIS 3.088 ACRES ALSO BEING NORTHWEST CORNER OF SAID LOT 12, BLOCK 150 AT THE INTERSECTION OF THE SOUTHEAST RIGHT OF WAY LINE OF AVENUE "N" A 100' RIGHT OF WAY (R.O.W.) RECORDED IN VOLUME "Y", PAGE 535, D.R.B.C.T. AND THE SOUTHWEST RIGHT OF WAY LINE OF BROADWAY A 100' R.O.W. RECORDED IN VOLUME "Y", PAGE 535, D.R.B.C.T..

THENCE ALONG THE NORTHEAST LINE OF THIS 3.088 ACRES AND OF SAID LOT 12 THEN LOT 11, BLOCK 150 AND WITH THE SOUTHWEST RIGHT OF WAY LINE OF SAID BROADWAY S 61°33'20" E 100.12' (S 60°E 100') TO A 1/2" REBAR FOUND AT THE NORTHEAST CORNER OF THIS 3.088 ACRES AND OF SAID LOT 11, BLOCK 150, AT THE NORTH CORNER OF LOT 1-A, CHILDERS BASEBALL PARK, RECORDED IN CABINET 3 SLIDE 67-B, PLAT RECORDS, BURNET COUNTY, TEXAS (P.R.B.C.T.);

THENCE ALONG THE COMMON LINE OF THIS 3.088 ACRES AND OF SAID LOTS 11, SAID ALLEY THEN LOT 2 AND AN EXTENSION OF SAME WITH SAID LOT 1-A S 28°26'40" W 384.77' (S 30°W 380') TO A 1/2" REBAR FOUND IN THE NORTHEAST LINE OF SAID LOT 7, BLOCK 165 AT AN ELL CORNER OF SAID LOT 1-A;

THENCE ALONG A NORTH LINE OF THIS 3.088 ACRE TRACT AND OF SAID LOT 7, BLOCK 165, AND BEING A SEGMENT OF THE WEST LINE OF SAID LOT 1-A S 61°33'20" E 40.07' (S 60°E 40') TO A MAG NAIL SET ON A CONCRETE SLAB AT THE NORTHEAST CORNER OF SAID LOT 7, BLOCK 165 AND BEING ANOTHER ELL CORNER IN THE WEST LINE OF SAID LOT 1-A;

THENCE ALONG THE SOUTHEAST LINE OF THIS 3.088 ACRES AND OF LOTS 7 THRU 12, BLOCK 165, THEN AN EXTENSION OF SAME CROSSING SAID SIXTH STREET, THEN WITH THE SOUTHEAST LINE OF LOTS 7 THRU 12, BLOCK 172 AND BEING THE NORTHWEST LINE OF SAID LOT 1-A S 28°26'40" W AT 384.77' (380') PASSING A 1/2" REBAR FOUND BEING THE WEST CORNER OF SAID LOT 1-A ALSO THE BEGINNING OF THE NORTHWEST LINE OF A 20' ALLEY RECORDED IN VOLUME "Y", PAGE 535, D.R.B.C.T. WITHIN SAID BLOCK 172 THEN A TOTAL DISTANCE OF 684.74' (680') TO A 1/2" REBAR FOUND AT THE SOUTHEAST CORNER OF THIS 3.088 ACRES AND OF SAID LOT 12, BLOCK 172, IN THE NORTHEAST RIGHT OF WAY LINE OF FIFTH STREET AN 80' R.O.W. RECORDED IN VOLUME "Y" PAGE 535, D.R.B.C.T.;

202209395
ELECTRONICALLY RECORDED
Official Public Records
6/21/2022 8:13 AM



Janet Parker

Janet Parker, County Clerk
Burnet County, TX

Pages: 23 DT Fee: \$114.00

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

**DEED OF TRUST
(WITH SECURITY AGREEMENT)**

STATE OF TEXAS

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§
§

20220706038 MF
KNOW ALL MEN BY THESE PRESENTS:

COUNTY BURNET

GRANT OF LIEN

BY THIS AGREEMENT, dated June 18, 2022, **CAMBIO ONE, LLC**, a Texas limited liability company ("*Grantor*"), whose address is 2630 Exposition Blvd., #115, Austin, Texas 78703, to secure the indebtedness and obligations hereinafter described, do hereby **GRANT, BARGAIN, SELL, ASSIGN and CONVEY** unto Meagan Powers, as trustee ("*Trustee*"), the following described real property located in Burnet County, Texas (the "*Land*");

as described on Exhibit A attached hereto and incorporated herein by reference;

TOGETHER WITH the following, whether now owned or hereafter acquired by Grantor: (a) all improvements now or hereafter attached to or placed, erected, constructed or developed on the Land (the "*Improvements*"); (b) all equipment, fixtures, furnishings, inventory, and articles of personal property (the "*Personal Property*") owned by Grantor and now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed, or developed, or which Personal Property is or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements; (c) all right, title and interest of Grantor in and to all water and water rights, timber, crops, and mineral interests pertaining to the Land; (d) all building materials and equipment owned by Grantor and now or hereafter delivered to and intended to be installed in or on the Land or the Improvements; (e) all plans and specifications owned by Grantor for the Improvements or the Personal Property; (f) all deposits, bank accounts, funds, documents, contract rights, accounts, commitments, construction

contracts, architectural agreements, general intangibles (including without limitation trademarks, trade names and symbols), and instruments, notes or chattel paper arising from or by virtue of any transactions related to the Land, the Improvements or the Personal Property; (g) to the extent owned by Grantor, all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Land, the Improvements and the Personal Property; (h) all proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements or the Personal Property; (i) all proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements or the Personal Property; (j) all proceeds from the taking of the Land, the Improvements, the Personal Property or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law; (k) all right, title and interest of Grantor in and to all streets, roads, public places, easements and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land; (l) all of the leases, rents, royalties, bonuses, issues, profits, revenues or other benefits of the Land, the Improvements or the Personal Property, including, without limitation, cash or securities deposited pursuant to leases to secure performance by the lessees of their obligations thereunder; (m) all consumer goods owned by Grantor and located in, on or about the Land or the Improvements or used in connection with the use or operation thereof; (n) all rights, hereditaments and appurtenances pertaining to the foregoing; and (o) other interests of every kind and character that Grantor now has or at any time hereafter acquires in and to the Land, Improvements, and Personal Property described herein and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Grantor with respect to such property. This conveyance shall include, and the lien and security interest created hereby shall encumber, all additional title, estate, interest, and other rights that may hereafter be acquired by Grantor in the Land. The above-described property is collectively referred to herein as the "*Mortgaged Property*."

TO HAVE AND TO HOLD the Mortgaged Property, together with the rights, privileges and appurtenances thereto belonging, unto the Trustee and his substitutes or successors, forever, and Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, personal representatives, successors and assigns to warrant and forever defend the Mortgaged Property unto the Trustee, his substitutes or successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof, subject, however, to the exceptions set forth on Exhibit B attached hereto, together with such future exceptions to title as may hereafter be created by Grantor with the written consent of Beneficiary (the "*Permitted Exceptions*").

ARTICLE 1

INDEBTEDNESS

This Deed of Trust is given to secure the following:

1.1 Note. Payment of the indebtedness, both principal and interest, evidenced by that certain Promissory Note, executed of even date herewith in the original principal amount of **SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$600,000.00)**, executed by Grantor and payable to the order of **SRV LAND & CATTLE LLC**, an individual ("*Beneficiary*"), whose address is 411 Rawhide, Horseshoe Bay, Texas 78657, bearing interest and being payable as set

forth therein, and all extensions, modifications, increases, and renewals thereof made from time to time.

1.2 Deed of Trust. Payment of all sums advanced by Beneficiary to or for the benefit of Grantor contemplated hereby and performance of all obligations and covenants herein contained.

The obligations above described are hereinafter collectively called the "*Indebtedness*." This Deed of Trust, the Notes, and any other instrument given to evidence or further secure, govern or guarantee the Indebtedness are hereinafter collectively called the "*Loan Instruments*." All payments on the Indebtedness shall be payable at the address of Beneficiary as set forth above and, unless otherwise provided in any instrument evidencing the Indebtedness, shall bear interest at the rate set forth in the Notes, but not in excess of the highest rate permitted by applicable law, from the date of accrual of the Indebtedness until paid.

ARTICLE 2 SECURITY AGREEMENT

2.1 Security Interest. This Deed of Trust shall be a security agreement between Grantor, as the debtor, and Beneficiary, as the secured party, covering the Mortgaged Property constituting personal property or fixtures governed by the Texas Uniform Commercial Code (the "*Code*"), and Grantor grants to Beneficiary a security interest in such portion of the Mortgaged Property. In addition to Beneficiary's other rights hereunder, Beneficiary shall have all rights of a secured party under the Code. Grantor shall execute and deliver to Beneficiary all financing statements that may be required by Beneficiary to establish and maintain the validity and priority of Beneficiary's security interest, and Grantor shall bear all costs thereof, including all Code searches reasonably required by Beneficiary. If Beneficiary should dispose of any of the Mortgaged Property pursuant to the Code, ten (10) days' written notice by Beneficiary to Grantor shall be deemed to be reasonable notice; provided, however, Beneficiary may dispose of such property in accordance with the foreclosure procedures of this Deed of Trust in lieu of proceeding under the Code.

2.2 Fixtures. Some of the items of the Mortgaged Property described herein are goods that are or are to become fixtures related to the Land on which such fixtures are located, and it is intended that, as to those goods, this Deed of Trust shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Mortgaged Property is situated. Information concerning the security interest created by this instrument may be obtained from Beneficiary, as secured party, at the address of Beneficiary stated above. The mailing address of the Grantor, as debtor, is as stated above.

ARTICLE 3 REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF GRANTOR

Grantor does hereby covenant, warrant and represent to and agree with Beneficiary as follows:

3.1 Payment and Performance. Grantor shall make all payments on the Indebtedness when due and shall punctually and properly perform all of Grantor's covenants, obligations and liabilities under the Loan Instruments.

3.2 Title to Mortgaged Property and Lien of this Deed of Trust. Grantor has good and indefeasible title to the Land free and clear of any liens, charges, encumbrances, security interests, and adverse claims except the Permitted Exceptions. If the interest of Beneficiary in the Mortgaged Property or any part thereof shall be endangered or shall be attacked, directly or indirectly, Grantor hereby authorizes Beneficiary, at Grantor's expense, to take all necessary and proper steps for the defense of such interest, including the employment of counsel, the prosecution or defense of litigation, and the compromise or discharge of claims made against such interest.

3.3 Taxes and Assessments. Grantor shall pay (or cause to be paid) all taxes and assessments against or affecting the Mortgaged Property as the same become due and payable, and Grantor shall deliver to Beneficiary, at least five (5) days prior to the due date of taxes and assessment, assurances that same will be paid (or notice that such taxes and assessment cannot be paid by Grantor, which Grantee may, but shall have no obligation, to pay on Grantor's behalf and at Grantor's expense) and within five (5) days after payment, paid receipts or other evidence of the payment thereof, and, if Grantor fails to pay, Beneficiary may pay them, together with all costs and penalties thereon, at Grantor's expense; provided, however, that Grantor may in good faith, in lieu of paying such taxes and assessments as they become due and payable, by appropriate proceedings, contest the validity thereof. Pending such contest, Grantor shall not be deemed in default hereunder because of such nonpayment if, (i) prior to delinquency of the asserted tax or assessment, Grantor furnishes Beneficiary an indemnity bond from an institution acceptable to Beneficiary or makes a deposit in cash or other security acceptable to Beneficiary, or with a surety acceptable to Beneficiary, in the amount of the tax or assessment being contested by Grantor plus a reasonable additional sum to pay all costs, interest and penalties that may be imposed or incurred in connection therewith, conditioned that such tax or assessment, with interest, cost and penalties, be paid as herein stipulated, and (ii) Grantor promptly pays any amount adjudged by a court of competent jurisdiction to be due, with all costs, penalties and interest thereon, on or before the date such judgment becomes final; provided that in any event the tax, assessment, penalties, interest and costs shall be paid prior to the date on which any writ or order is issued under which the Mortgaged Property may be sold in satisfaction thereof.

3.4 Condemnation. All judgments, decrees and awards for injury or damage to the Mortgaged Property, and all awards pursuant to proceedings for condemnation thereof, are hereby assigned in their entirety to Beneficiary, who may apply the same to the Indebtedness in such manner as it may elect. Beneficiary is hereby authorized, in the name of Grantor, to execute and deliver valid acquittance for, and to appeal from, any such award, judgment or decree. Immediately upon its obtaining knowledge of the institution or the threatened institution of any proceedings for the condemnation of the Mortgaged Property, Grantor shall notify Beneficiary of such fact. Grantor shall then, if requested by Beneficiary, file or defend its claim thereunder and prosecute same with due diligence to its final disposition and shall cause any awards or settlements (less reasonable costs and expenses incurred in connection therewith) to be paid over to Beneficiary for disposition pursuant to the terms of this Deed of Trust. Beneficiary shall be entitled to participate in and to control same and to be represented therein by counsel of

its own choice, and Grantor shall deliver, or cause to be delivered, to Beneficiary such instruments as may be requested by it from time to time to permit such participation. In the event Beneficiary, as a result of any such judgment, decree or award, reasonably believes that the payment or performance of any obligation secured by this Deed of Trust is impaired, Beneficiary shall provide written notice to Grantor of the extent of the principal payment on the Notes which would, in the reasonable belief of Beneficiary, remove such impairment and Grantor shall have thirty (30) days thereafter to make such principal payment required (and any prohibition on prepayment shall be amended to allow Grantor to make such prepayment) and if such payment is not made within such thirty (30) day period Beneficiary may, without further notice, declare all of the Indebtedness immediately due and payable.

3.5 Taxes on Notes or Deed of Trust. At any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Deed of Trust, or upon any rights, titles, liens, or security interests created hereby, or upon the Notes, or any part thereof, Grantor shall immediately pay all such taxes.

3.6 Statements by Grantor. At the request of Beneficiary, Grantor shall furnish promptly, a written statement or affidavit, in such form as may be required by Beneficiary, stating the unpaid balance of the Notes and other sums secured hereby (if any), the date to which interest has been paid and that there are no offsets or defenses against full payment of the Notes and performance of the terms of the Loan Instruments or, if there are any such offsets or defenses, specifying them.

3.7 Financial Information. Grantor shall furnish such financial information concerning Grantor and the Mortgaged Property as Beneficiary may reasonably request including but not limited to current quarterly and annual financial statements within ninety (90) days following the end of each fiscal year and within thirty (30) days of the end of each calendar quarter thereof so long as any portion of the indebtedness evidenced by the Notes is unpaid.

3.8 Repair, Waste, Alterations, etc. Grantor shall keep (or cause to be kept) every part of the Mortgaged Property in good operating order, repair and condition and shall not commit or permit any waste thereof. Grantor shall make (or cause to be made) promptly all repairs, renewals and replacements necessary to such end. Grantor shall discharge all claims for labor performed and material furnished therefor, and shall not suffer any lien of mechanics or materialmen to attach to any part of the Mortgaged Property unless Grantor is contesting in good faith the validity of any such mechanic's or materialmen's lien; provided that, Grantor shall first deposit with Beneficiary a bond or other security interest satisfactory to Beneficiary in such amount as Beneficiary shall reasonably require, but not more than one hundred twenty percent (120%) of the amount of the claim, and provided further that Grantor shall thereafter diligently proceed to cause such lien to be removed and discharged. If Grantor shall fail to discharge any such lien, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed, or otherwise giving security for such claim, or by taking such action as may be prescribed by law.

3.9 No Drilling or Exploration. Without the prior written consent of Beneficiary, there shall be no drilling or exploring for or extraction, removal, or production of minerals from

the surface or subsurface of the Land. The term "minerals" as used herein shall include, without limiting the generality of such term, oil, gas, casinghead gas, coal, lignite, hydrocarbons, methane, carbon dioxide, helium, uranium and all other natural elements, compounds and substances, including sand and gravel.

3.10 Compliance with Restrictive Covenants. Grantor shall ensure that the Mortgaged Property complies at all times with the terms of all restrictive covenants and other agreements of record that pertain to the Mortgaged Property.

3.11 Compliance with Laws. Grantor, the Mortgaged Property, and the use thereof by Grantor shall comply with all laws, rules, ordinances, regulations, covenants, conditions, restrictions, orders and decrees of any governmental authority or court applicable to Grantor or the Mortgaged Property and its use, and Grantor shall pay all fees or charges of any kind in connection therewith.

3.12 Hold Harmless. Grantor shall defend, at its own cost and expense, and hold Beneficiary harmless from any proceeding or claim affecting the Mortgaged Property or the Loan Instruments. All costs and expenses incurred by Beneficiary in protecting its interest hereunder, including all court costs and reasonable attorneys' fees, shall be borne by Grantor.

3.13 Further Assurances. Grantor, upon the request of Beneficiary, shall execute, acknowledge, deliver, and record such further instruments and do such further acts as may be necessary, reasonably desirable or reasonably proper to carry out the purposes of the Notes and this Deed of Trust and to subject to the liens and security interests created thereby any property intended by the terms thereof to be covered thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements, improvements, or appurtenances to the Mortgaged Property.

3.14 Recording and Filing. Grantor shall cause the Loan Instruments and all amendments, supplements and extensions thereto and substitutions therefor to be recorded, filed, re-recorded and refiled in such manner and in such places as Beneficiary shall reasonably request, and shall pay all such recording, filing, re-recording and refiling fees, title insurance premiums, and other charges.

3.15 OFAC. At all times throughout the term of the loan made pursuant to the Loan Instruments, Grantor and all of its respective Affiliates (defined below) shall (i) not be a Prohibited Person (defined below), and (ii) be in full compliance with all applicable orders, rules, regulations and recommendations of the Office of Foreign Assets Control ("*OFAC*") of the U. S. Department of the Treasury.

The term "*Prohibited Persons*" shall mean any person or entity:

- (a) listed in the Annex to, or otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism (the "*Executive Order*");

(b) that is owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order;

(c) with whom Beneficiary is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Executive Order;

(d) who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order;

(e) that is named as a "specially designated national and blocked person" on the most current list published by OFAC at its website, www.ustreas.gov/offices/enforcement/ofac or at any replacement website or other replacement or supplemental official publication of such list; or

(f) who is an Affiliate of or affiliated with a person or entity listed above.

The term "*Affiliate*" as used herein shall mean, as to any person or entity, any other person or entity that, directly or indirectly, is in control of, is controlled by, or is under common control with such person or entity, or is a director or officer of such person or entity or of an Affiliate of such person or entity. As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership or voting securities or interest, by contract or otherwise.

3.16 Service Contracts. Grantor represents that the Mortgaged Property is to its knowledge subject to no maintenance or service agreements which would survive a foreclosure of the lien hereof, even if Beneficiary is on actual notice of such contracts and agreements, except as may be set forth in the Permitted Exceptions.

3.17 Professional Appraisal. Grantor shall permit, at Grantor's sole cost and expense, which shall be added to the Indebtedness, a professional appraisal of the Mortgaged Property.

3.18 Costs and Legal Fees. All costs and legal fees of Grantee in connection with the closing of Loan Instruments shall be at Grantor's sole cost and expense and shall be added to the Indebtedness at closing.

ARTICLE 4 NO SUBORDINATE DEED OF TRUST AND OTHER ENCUMBRANCES

4.1 No Subordinate Deeds of Trust. Subordinate deeds of trust covering the Mortgaged Property shall not be permitted.

4.2 Priority of Lien. Beneficiary may at any time and from time to time, without notice to, and without the consent of, any other person or entity other than Grantor: (1) extend or accelerate the time for payment of the Indebtedness; (2) agree to modify the terms of the Loan

Instruments; (3) release any person liable for payment of the Indebtedness or for performance of any obligation created hereby; (4) release all or any part of the Mortgaged Property; (5) assign any rights to the Notes and this Deed of Trust; or (6) exercise or refrain from exercising or waive any right Beneficiary may have hereunder. Beneficiary shall have such rights and may exercise them without affecting the lien or priority of the lien on the Mortgaged Property created by this Deed of Trust, and without affecting the liability of any guarantor or surety, notwithstanding the fact that any guarantors, sureties, subordinate deeds of trust or beneficiaries thereunder, or other claims or encumbrances may be impaired, prejudiced, or otherwise adversely affected thereby.

ARTICLE 5 ENVIRONMENTAL CLAUSES

5.1 Definitions. For the purpose of this Deed of Trust, Grantor and Beneficiary agree that, unless the context otherwise specifies or requires, the following terms shall have the meaning herein specified:

(a) *"Hazardous Materials"* shall mean (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 *et seq.*), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 *et seq.*) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) underground storage tanks, whether empty, filled or partially filled with any substance; (vi) any substance the presence of which on the Mortgaged Property is prohibited by any Governmental Requirements (as defined below); and (vii) any other substance which by any Governmental Requirements requires special handling or notification of any federal, state or local governmental entity in its collection, storage, treatment, or disposal.

(b) *"Hazardous Materials Contamination"* shall mean the contamination (whether presently existing or hereafter occurring) of the Improvements, facilities, soil, groundwater, air or other elements on or of the Mortgaged Property by Hazardous Materials, or the contamination of the buildings, facilities, soil groundwater, air or other elements on or of any other property as a result of Hazardous Materials at any time (whether before or after the date of this Deed of Trust) emanating from the Mortgaged Property.

(c) *"Governmental Requirements"* shall mean all laws, ordinances, rules, and regulations of any Governmental Authority (as defined below) applicable to Grantor or the Mortgaged Property.

(d) *"Governmental Authority"* shall mean the United States, the state, county, city, or any other political subdivision in which the Mortgaged Property is located, and any other political subdivision, agency, or instrumentality exercising jurisdiction over Grantor or the Mortgaged Property.

(c) **"Indemnified Costs"** shall mean any costs or expenses arising from any claims, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, liabilities (including sums paid in settlement of claims), interest, or losses, including reasonable attorneys' and paralegals' fees and expenses, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature which may now or in the future be paid, incurred or suffered by or asserted against Beneficiary or Trustee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged Property of any Hazardous Materials or any Hazardous Materials Contamination or arise out of or result from the environmental condition of the Mortgaged Property or the applicability of any Governmental Requirements relating to Hazardous Materials (including, without limitation, CERCLA or any federal, state or local so-called "superfund" or "superlien" laws, or any code, rule, regulation, order or decree promulgated thereunder) excepting those costs or expenses which result from the gross negligence or willful misconduct of Beneficiary or Trustee or which result from the act or omission of Beneficiary as the owner of the Mortgaged Property or which result from the escape, seepage, leakage, spillage, discharge, emission, or release of Hazardous Materials occurring after Mortgagee has foreclosed the lien of this Deed of Trust or otherwise taken title to the Mortgaged Property.

5.2 **Grantor's Warranties.** Grantor hereby represents and warrants that except as set forth in the environmental reports already delivered by Grantor to Beneficiary or otherwise known to Beneficiary in its capacity as the owner of the Mortgaged Premises:

(a) To the best of Grantor's current, actual knowledge and belief, no Hazardous Materials are now located on the Mortgaged Property and neither Grantor nor, to the best of Grantor's current actual knowledge and belief, any other person has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed on, under or at the Mortgaged Property or any part thereof.

(b) No part of the Mortgaged Property is being used nor, to Grantor's current, actual knowledge and belief, has been used at any previous time for the disposal or treatment of Hazardous Materials, nor, to the best of Grantor's current actual knowledge and belief, without investigation or inquiry, is any part of the Mortgaged Property affected by any Hazardous Materials Contamination.

(c) To Grantor's current, actual knowledge and belief, no property adjoining the Mortgaged Property is being used, or has ever been used at any previous time for the disposal, storage, treatment, processing or other handling of Hazardous Materials nor is any other property adjoining the Mortgaged Property affected by Hazardous Materials Contamination.

(d) To Grantor's knowledge and belief, no investigation, administrative order, consent order and agreement, litigation or settlement with respect to Hazardous Materials or Hazardous Materials Contamination is proposed, threatened, anticipated or in existence with respect to the Mortgaged Property. The Mortgaged Property is not

currently on, and to Grantor's knowledge, after diligent investigation and inquiry, has never been on, any federal or state "superfund" or "superlien" lists.

5.3 Grantor's Covenants. Grantor agrees to (a) give notice to Beneficiary immediately upon Grantor's acquiring knowledge of the presence of any Hazardous Materials on the Mortgaged Property or of any Hazardous Materials Contamination with a full description thereof; (b) promptly comply with any Governmental Requirements requiring the removal, treatment or disposal of such Hazardous Materials or Hazardous Materials Contamination and provide Beneficiary with satisfactory evidence of such compliance; and (c) provide Beneficiary, within thirty (30) days after demand by Beneficiary, with a bond, letter of credit or similar financial assurance evidencing to Beneficiary's satisfaction that the necessary funds are available to pay the cost of removing, treating and disposing of such Hazardous Materials or Hazardous Materials Contamination and discharging any assessments which may be established on the Mortgaged Property as a result thereof.

5.4 Site Assessments. At any time at which a reasonable basis exists for believing that there exists on the Mortgaged Property any environmental condition which could reasonably be expected to result in any liability, cost or expense to the owner, occupier or operator of such Mortgaged Property arising under any Governmental Requirements relating to Hazardous Materials, Beneficiary (by its officers, employees and agents) at any time and from time to time, either prior to or after the occurrence of an Event of Default, may contract for the services of persons (the "Site Reviewers") to perform environmental site assessments (the "Site Assessments") on the Mortgaged Property for the purpose of determining whether such condition does, in fact, exist, the Site Assessments may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Grantor which do not impede the performance of the Site Assessments. The parties understand and hereby agree that the Site Assessments shall be for the mutual use, benefit and reliance of Beneficiary, and Grantor. The Site Reviewers are hereby authorized to enter upon the Mortgaged Property for such purposes. The Site Reviewers are further authorized to perform both above and below the ground testing for environmental damage or the presence of Hazardous Materials on the Mortgaged Property and such other tests on the Mortgaged Property as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Grantor will supply to the Site Reviewers such historical and operational information regarding the Mortgaged Property as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. The cost of performing such Site Assessments shall be paid by Grantor upon demand of Beneficiary and any such expenses borne by Beneficiary and not immediately reimbursed by Grantor shall be secured by this Deed of Trust.

5.5 Indemnification. Regardless of whether any Site Assessments are conducted hereunder, if any Event of Default shall have occurred and be continuing or any remedies in respect of the Mortgaged Property are exercised by Beneficiary, Grantor shall defend, indemnify and hold harmless Beneficiary and Trustee from any and all Indemnified Costs, regardless of whether or not caused by or within the control of Grantor, Beneficiary or Trustee. The representations, covenants, warranties and indemnifications contained in this Section shall survive the release or foreclosure of this Deed of Trust. For the purposes of this Section, the term "Beneficiary" shall include all subsequent owners or holders of any obligations secured by

this Deed of Trust, all directors, officers, employees and agents of such entity and any persons or entities owned or controlled by or affiliated with Beneficiary, and its or their directors, officers, employees and agents.

5.6 Beneficiary's Right to Remove Hazardous Materials. Beneficiary shall have the right but not the obligation, prior or subsequent to the occurrence of an Event of Default hereunder, without in any way limiting Beneficiary's other rights and remedies under this Deed of Trust to enter onto the Mortgaged Property or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any Hazardous Materials or Hazardous Materials Contamination on the Mortgaged Property following receipt of any notice from any person or entity asserting the existence of any Hazardous Materials or Hazardous Materials Contamination pertaining to the Mortgaged Property or any part thereof which, if true, could result in an order, suit, imposition of a lien on the Mortgaged Property, or other action and/or which, in Beneficiary's sole opinion, could jeopardize Beneficiary's security under this Deed of Trust. All costs and expenses paid or incurred by Beneficiary in the exercise of any such rights shall be Indebtedness secured by this Deed of Trust and shall be payable by Grantor upon demand.

ARTICLE 6 MISCELLANEOUS

6.1 Collection. If the Indebtedness shall be collected by legal proceedings, whether through a probate or bankruptcy court or otherwise, or shall be placed in the hands of an attorney for collection after default or maturity, Grantor agrees to pay the reasonable attorneys' and collection fees in the amount set forth in the Notes, and such fees shall be part of the Indebtedness.

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

6.3 Release of Lien. If Grantor shall perform each of the other covenants and agreements herein contained, then this conveyance shall become null and void and shall be released at Grantor's written request and expense; otherwise, it shall remain in full force and effect. No release or modification of this conveyance, or of the lien, security interest or assignment created and evidenced hereby, shall be valid unless executed by Beneficiary.

6.4 Waiver of Marshalling and Certain Rights. To the extent that Grantor may lawfully do so, Grantor hereby expressly waives any right pertaining to the marshalling of assets, the exemption of homestead, the administration of estates of decedents, or other matter to defeat, reduce or affect the right of Beneficiary to sell the Mortgaged Property for the collection of the Indebtedness (without any prior or different resort for collection), or the right of Beneficiary to

the payment of the Indebtedness out of the proceeds of sale of the Mortgaged Property in preference to every other person and claimant.

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

6.6 No Waiver. No waiver of any default on the part of Grantor or breach of any of the provisions of this Deed of Trust or of any other instrument executed in connection with the Indebtedness shall be considered a waiver of any other or subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time. Acceptance by Beneficiary of partial payments shall not constitute a waiver of the default by failure to make full payments.

6.7 Limitation on Interest. Any provision in this Deed of Trust, the Notes, the Loan Instruments or in any other document executed in connection herewith, whether written or oral, express or implied, to the contrary notwithstanding, Beneficiary shall in no event be entitled to charge, receive or collect, or be construed to have contracted for the right to charge, receive or collect, nor shall or may amounts received hereunder be credited so that Beneficiary shall be paid as interest a sum greater than the maximum amount permitted by applicable law to be charged to Grantor. If any construction of this Deed of Trust or any and all other papers, agreements or commitments indicates a different right given to Beneficiary to ask for, demand or receive any larger sum as interest, such is a mistake in calculation or wording, which this clause shall override and control, it being the intention of the parties that this Deed of Trust and all other documents so executed shall in all things comply with applicable law, and proper adjustment shall automatically be made accordingly. In the event Beneficiary ever receives, collects or applies as interest any sum in excess of the maximum rate permitted to be charged by law, such excess amount shall be applied to the reduction of the principal balance of the Notes. In determining whether or not the interest paid or payable under any specific contingency exceeds the highest lawful rate, the parties hereto shall, to the maximum extent permitted under applicable law, (a) characterize any nonprincipal payment as an expense, fee or premium rather than as interest, (b) exclude voluntary prepayments and the effects thereof, and (c) "spread" the total amount of interest throughout the entire term of the Notes so that the interest rate is uniform throughout the entire term of the Notes; provided that, if the principal balance outstanding under the Notes is paid and performed in full prior to the end of the full contemplated term thereof, and if the interest received for the actual period of the existence thereof exceeds the maximum lawful rate, Beneficiary shall refund to Grantor the amount of such excess.

6.8 Successors and Assigns; Use of Terms. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. Whenever

used, the singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders. The term "Grantor" shall include in their individual capacities and jointly all parties hereinabove named a Grantor. The term "Beneficiary" shall include any lawful owner, holder, pledgee, or assignee of any of the Indebtedness. The duties, covenants, conditions, obligations, and warranties of Grantor in this Deed of Trust shall be joint and several obligations of Grantor and each Grantor, if more than one, and each Grantor's heirs, executors, administrators, personal representatives, successors and assigns. Except as expressly limited herein, each party who executes this Deed of Trust and each subsequent owner of the Mortgaged Property, or any part thereof (other than Beneficiary), covenants and agrees that it will perform, or cause to be performed, each term and covenant of this Deed of Trust.

6.9 Severability. If any provision of this Deed of Trust is held to be illegal, invalid, or unenforceable under present or future laws effective while this Deed of Trust is in effect, the legality, validity, and enforceability of the remaining provisions of this Deed of Trust shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Deed of Trust a provision that is legal, valid and enforceable and as similar in terms to such illegal, invalid or unenforceable provision as may be possible. If any of the Indebtedness shall be unsecured, the unsecured portion of the Indebtedness shall be completely paid prior to the payment of the secured portion of such Indebtedness, and all payments made on account of the Indebtedness shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of the Indebtedness.

6.10 Modification or Termination. The Loan Instruments may only be modified or terminated by a written instrument or instruments executed by the party against whom enforcement of the modification or termination is asserted. Any alleged modification or termination that is not so documented shall not be effective as to any party.

6.11 Headings. The Article, Paragraph and Subparagraph headings hereof are inserted for convenience of reference only and shall not alter, define, or be used in construing the text of such Articles, Paragraphs or Subparagraphs.

6.12 CHOICE OF LAW; VENUE. THE LOAN INSTRUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, AND THE LAWS OF THE UNITED STATES APPLICABLE TO TRANSACTIONS WITHIN THE STATE OF TEXAS. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION OF THE COURTS OF BURNET COUNTY IN THE STATE OF TEXAS FOR ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS, AND AGREE NOT TO COMMENCE ANY ACTION, SUIT OR PROCEEDING RELATED THERETO EXCEPT IN SUCH COURTS, EXCEPT WHERE APPLICABLE TEXAS LAW REQUIRES THE ACTION BE BROUGHT IN A DIFFERENT COUNTY NOTWITHSTANDING THE PARTIES' EXCLUSIVE VENUE AGREEMENT SET FORTH HEREIN.

6.13 ENTIRE AGREEMENT. THE LOAN INSTRUMENTS CONSTITUTE THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN GRANTOR AND

BENEFICIARY WITH RESPECT TO THE TRANSACTIONS ARISING IN CONNECTION WITH THE INDEBTEDNESS AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL UNDERSTANDINGS AND AGREEMENTS BETWEEN GRANTOR AND BENEFICIARY IN CONNECTION THEREWITH.

6.14 Inspection. Beneficiary or its agent may make reasonable entries upon and inspections of the Property. Beneficiary shall give Grantor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

6.15 Notices. All notices, requests and demands required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been given upon tender of delivery, when delivered by hand or by facsimile, one (1) day after delivery to an overnight courier service when delivered by FedEx or other similar commercial delivery service, or three (3) days after being deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, addressed to the applicable party at the address provided for such party below, or at such other address as that party shall hereafter furnish to the other party actually received not less than ten (10) days prior to the effective date of the address change.

Grantor: Cambio One, LLC
ATTN: Drew Tate
2630 Exposition Blvd., #115
Austin, Texas 78703

Beneficiary: SRV LAND & CATTLE LLC
ATTN: Sterling Via
411 Rawhide
Horseshoe Bay, Texas 78657

With a copy to Trustee: Martin Powers & Counsel PLLC
ATTN: Meagan Powers
600 E. John Carpenter Freeway
Suite 234
Irving, Texas 75062

6.16 Conveying or Encumbering the Mortgaged Property. If Grantor shall voluntarily or involuntarily cause, suffer or permit any sale or transfer of any interest of Grantor, legal or equitable, in the Mortgaged Property or any part or portion thereof, or shall create, suffer or permit to be outstanding any mortgage, pledge, encumbrance or lien on the Mortgaged Property, or security interest therein, without in each instance the prior written consent of the Beneficiary, Beneficiary shall have the right to accelerate the Notes and to declare the same to be immediately due and payable. Grantor agrees that Beneficiary may condition its consent under this paragraph on a change in the interest rate on the Notes and/or the payment of a fee.

6.17 Waiver of Offset Rights. To the maximum extent permitted by applicable law, Grantor hereby waives all offset rights, remedies, claims and defenses based upon or related to Sections 51.003, 51.004 and 51.005 of the Texas Property Code, to the extent the same pertain or may pertain to any enforcement of this Deed of Trust.

ARTICLE 7

EVENTS OF DEFAULT

The occurrence of any one of the following shall be a default hereunder ("*Event of Default*"):

7.1 Failure to Pay Principal. Grantor shall default in the payment of principal due according to the terms hereof or of the Notes, subject to the notice and opportunity to cure provision set forth in the Notes.

7.2 Failure to Pay Interest or Other Amounts. Grantor shall default in the payment of interest on advances made by Beneficiary or in the payment of fees or other amounts payable to Beneficiary hereunder or under any one or more of the Loan Instruments, subject to the notice and opportunity to cure provision set forth in the Notes.

7.3 Failure to Perform Covenants. Grantor shall default in the performance or observance of any other agreements, covenants or conditions required to be performed or observed by Grantor under the terms of this Deed of Trust, the Notes, or any of the Loan Instruments, subject to the notice and opportunity to cure provisions set forth in the Notes.

7.4 False Representations. Any representation or warranty made by Grantor in this Deed of Trust or contained in any one or more of the Loan Instruments or in any certificate or document furnished under or pursuant to the terms of this Deed of Trust or in connection with the Notes shall prove untrue in any material respect, subject, except where any such material representation or warranty reasonably appears to Beneficiary to have been made by Grantor with knowledge of its falsity, to the notice and opportunity to cure provisions set forth in the Notes.

7.5 Bankruptcy or Insolvency. Grantor shall commit an act of bankruptcy, apply for, consent to or permit the appointment of a receiver, custodian, trustee or liquidator for any of its property or assets; or shall fail to or admit in writing its inability to pay its debts as they mature; or shall make an assignment for the benefit of creditors generally or shall be adjudicated bankrupt or insolvent; or shall give notice to any governmental body of insolvency or pending insolvency or suspension of operations; or shall file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, rearrangement, dissolution or liquidation law or statute; or shall file an answer admitting the material allegations of a petition filed against it in any proceeding under any such law or statute; or shall be liquidated, dissolved, terminated or merged or shall effect a plan or other arrangement with creditors; or a trustee, receiver or custodian shall be appointed for it or for any of its property or assets and shall not be discharged within sixty (60) days after the date of his appointment; or a petition in involuntary bankruptcy or similar proceedings is filed against it and is not dismissed within sixty (60) days after the date of its filing.

7.6 Grant of Easement, etc. Without the prior written consent of Beneficiary, Grantor grants any easement (other than an easement designed to service the Mortgaged Property) or dedication, or files any plat, condominium declaration, or restriction, unless such action is contemplated by the Loan Instruments or does not affect the Mortgaged Property.

7.7 Foreclosure of Other Liens. The holder of any lien, security interest or assignment on the Mortgaged Property institutes foreclosure or other proceedings for the enforcement of its remedies thereunder.

7.8 Transfer of Tax Lien. Any third party that is not a taxing entity shall acquire a tax lien against any portion of the Mortgaged Property pursuant to Section 32.06 of the Texas Tax Code, or shall enter into a contract with Grantor for the payment of taxes in exchange for any lien or rights to a lien affecting the Mortgaged Property pursuant to Section 32.065 of the Texas Tax Code.

ARTICLE 8

REMEDIES

8.1 Exercise of Specific Remedies. If an Event of Default shall occur and such Event of Default has not been cured within any applicable cure period as provided by the Notes, Beneficiary may exercise any one or more of the following remedies, without notice (except as may be expressly provided for in the Notes or herein):

(a) Acceleration. Beneficiary may declare the Indebtedness immediately due and payable, without notice, whereupon the same shall become immediately due and payable. Grantor hereby waives notice of intent to accelerate and notice of acceleration.

(b) Foreclosure. Beneficiary may require the Trustee to sell all or part of the Mortgaged Property, at public auction, to the highest bidder, for cash, at the county courthouse of the county in Texas in which such Mortgaged Property or any part thereof is situated, between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m. on the first Tuesday of any month, after giving notice of the time, place and terms of said sale and of the property to be sold, by posting written notice thereof at the courthouse door of the county in which the sale is to be made at least twenty-one (21) days preceding the date of the sale, and if the property to be sold is in more than one county, a notice shall be posted at the courthouse door and filed with the County Clerk of each county in which the property is to be sold is situated. In addition, Beneficiary shall, at least twenty-one (21) days preceding the date of sale, serve written notice of the proposed sale by certified mail on each debtor obligated to pay the debt secured hereby according to the records of Beneficiary. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such debtor at the most recent address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. Any notice that is required or permitted to be given to Grantor may be addressed to Grantor at Grantor's address as stated above. Any notice that is to be given by certified mail to any other debtor may, if no address for such other debtor is shown by the records of Beneficiary, be addressed to such other debtor at the address of Grantor as is shown by the records of Beneficiary. Notwithstanding the foregoing provisions of this paragraph, notice of such sale given in accordance with the requirements of the applicable laws of the State of Texas in effect at the time of such sale shall constitute sufficient notice of such sale. Trustee may sell all or

any portion of the Mortgaged Property, together or in lots or parcels, and may execute and deliver to the purchaser or purchasers of such property good and sufficient deeds of conveyance of fee simple title with covenants of general warranty made on behalf of Grantor, subject, however, to the Permitted Exceptions. In no event shall Trustee be required to exhibit, present or display at any such sale any of the personalty described herein to be sold at such sale. The Trustee making such sale shall receive the proceeds thereof and shall apply the same as follows: (i) first, he shall pay the reasonable expenses of Trustee and a reasonable Trustee's fee or commission; (ii) second, he shall pay, so far as may be possible, the Indebtedness, discharging first that portion of the Indebtedness arising under the covenants or agreements herein contained and not evidenced by the Notes; (iii) third, he shall pay the residue, if any, to the persons legally entitled thereto. Payment of the purchase price to Trustee shall satisfy the obligation of the purchaser at such sale therefor, and such purchaser shall not be responsible for the application thereof. The sale or sales by Trustee of less than the whole of the Mortgaged Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make a successive sale or sales under such power until the whole of the Mortgaged Property shall be sold; and if the proceeds of such sale or sales of less than the whole of the Mortgaged Property shall be less than the aggregate of the Indebtedness and the expenses thereof, this Deed of Trust and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Mortgaged Property just as though no sale or sales had been made; provided, however, that Grantor shall never have any right to require the sale or sales of less than the whole of the Mortgaged Property, but Beneficiary shall have the right, at its sole election, to request Trustee to sell less than the whole of the Mortgaged Property. If default is made hereunder, the holder of the Indebtedness or any part thereof on which the payment is delinquent shall have the option to proceed with foreclosure in satisfaction of such item either through judicial proceedings or by directing Trustee to proceed as if under a full foreclosure, conducting the sale as herein provided without declaring the entire Indebtedness due, and if sale is made because of default of an installment, or a part of an installment, such sale may be made subject to the unmatured part of the Indebtedness; and it is agreed that such sale, if so made, shall not in any manner affect the unmatured part of the Indebtedness, but as to such unmatured part this Deed of Trust shall remain in full force and effect as though no sale had been made under the provisions of this paragraph. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Indebtedness. At such sale (1) Grantor hereby agrees, in its behalf and in behalf of its heirs, executors, administrators, successors, personal representatives and assigns, that any and all recitals made in any deed of conveyance given by Trustee with respect to the identity of Beneficiary, the occurrence or existence of any default, the acceleration of the maturity of any of the Indebtedness, the request to sell, the notice of sale, the giving of notice to all debtors legally entitled thereto, the time, place, terms, and manner of sale, and receipt, distribution and application of the money realized therefrom, or the due and proper appointment of a substitute Trustee, and, without being limited by the foregoing, with respect to any other act or thing having been duly done by Beneficiary or by Trustee hereunder, shall be taken by all courts of law and equity as prima facie evidence that the statements or recitals state facts, and Grantor hereby ratifies and confirms every act that Trustee or any substitute Trustee hereunder may lawfully do in the premises by virtue

hereof, and (2) the purchaser may disaffirm any easement granted, or rental, lease or other contract made in violation of any provision of this Deed of Trust, and may take immediate possession of the Mortgaged Property free from, and despite the terms of, such grant of easement and rental or lease contract. Beneficiary may bid and become the purchaser of all or any part of the Mortgaged Property at any trustee's or foreclosure sale hereunder, and the amount of Beneficiary's successful bid may be credited on the Indebtedness.

(c) Deed in Lieu of Foreclosure. Beneficiary may exercise its rights pursuant to that certain Deed in Lieu of Foreclosure of even date herewith from Grantor (as grantor) to Beneficiary (as grantee).

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

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

(f) Trustee or Receiver. Beneficiary may make application to a court of competent jurisdiction, as a matter of strict right and without notice to Grantor or regard to the adequacy of the Mortgaged Property for the repayment of the Indebtedness, for appointment of a receiver of the Mortgaged Property, and Grantor does hereby irrevocably consent to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court.

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

8.3 Substitute Trustee. If, for any reason, Beneficiary prefers to appoint a substitute Trustee hereunder, Beneficiary may, from time to time, by written instrument, appoint one or more substitute Trustees, who shall succeed to all the estate, rights, powers, and duties of the original Trustee named herein. Such appointment may be executed by anyone acting in a representative capacity, and such appointment shall be presumed to have been executed with appropriate authority, absent proof to the contrary.

8.4 Indemnification of Trustee. Except for gross negligence or willful misconduct, Trustee shall not be liable for any act or omission or error of judgment. Trustee may rely on any document believed by him in good faith to be genuine. All money received by Trustee shall, until used or applied as herein provided, be held in trust, but need not be segregated (except to the extent required by law), and Trustee shall not be liable for interest thereon.

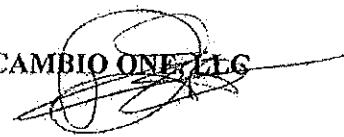
8.5 Beneficiary's Right to Perform. Upon Grantor's failure to make a payment or perform an act required by the Loan Instruments (after giving effect to any cure period provided by the Loan Instruments), then at any time thereafter, and without notice to or demand upon Grantor and without waiving or releasing any other right, remedy or recourse, Beneficiary may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Grantor, and shall have the right to enter upon the Mortgaged Property for such purpose and to take all such action as it may deem necessary or appropriate.

8.6 Reimbursement of Expenditure. If Beneficiary shall expend any money chargeable to Grantor or subject to reimbursement by Grantor under the terms of the Loan Instruments, Grantor shall repay the same to Beneficiary immediately at the place where the Notes is payable, together with interest thereon at the highest rate permitted by applicable law, and if no highest rate is established by applicable law, at 18% per annum from and after the date of each such expenditure by Beneficiary.

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

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.*

DATED AND EFFECTIVE AS OF the date first set forth above.


CAMBIO ONE, LLC

By: Drew Loessin Tate, Manager

STATE OF TEXAS

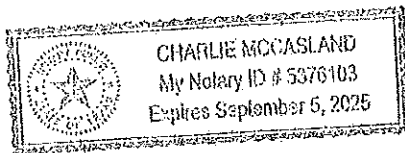
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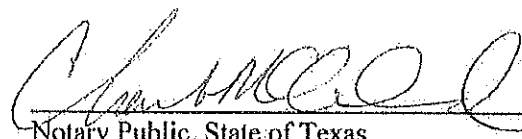
COUNTY OF BURNET

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This instrument was acknowledged before me on the 18th day of June, 2022, by Drew Loessin Tate, in his capacity as Manager of Cambio One, LLC.




Notary Public, State of Texas

(Notary Seal)

EXHIBIT A: LEGAL DESCRIPTION

Being 3.088 acres of land, more or less, consisting of Lot Nos. One (1), Two (2), Eleven (11) and Twelve (12), Block 150, and the twenty foot (20') alley adjacent to same; Seventh Street South of Lots 1 and 2, Block 150; Lot Nos. Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block 165; Sixth Street South of Lot 12, Block 165; and Lot Nos. Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block 172, all shown on the plat of the City of Marble Falls Original Township, recorded in Volume Y, Page 535, Deed Records of Burnet County, Texas, being more fully described in Exhibit "A-1" attached hereto and made a part hereof; together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships.

Exhibit A-1

THENCE ALONG THE SOUTHWEST LINE OF THIS 3.088 ACRE AND OF SAID LOT 12, BLOCK 172 AND THE NORTHEAST RIGHT OF WAY LINE OF SAID FIFTH STREET N 61°33'20" W 140.19' (N 60°W 140') TO A MAG NAIL FOUND WITH WASHER STAMPED "1877" AT THE WEST CORNER OF LOT 12, BLOCK 172 AT THE INTERSECTION OF THE NORTHEAST RIGHT OF WAY LINE OF FIFTH STREET WITH THE SOUTHEAST RIGHT OF WAY LINE OF SAID AVENUE "N";

THENCE ALONG THE NORTHWEST LINE OF THIS 3.088 ACRE AND OF LOTS 12 THRU 7, BLOCK 172, THEN CROSSING SAID SIXTH STREET, THEN WITH THE NORTHWEST LINE OF LOTS 12 THRU 7, BLOCK 165, THEN CROSSING SEVENTH STREET AND FINALLY WITH THE NORTHWEST LINE OF SAID LOT 1, SAID 20' ALLEY AND LOT 12, BLOCK 150 AND WITH THE SOUTHEAST RIGHT OF WAY LINE OF SAID AVENUE "N" N 28°26'40" E 1069.51' (N 30°E 1060') TO THE PLACE OF BEGINNING;

FIELD NOTES TO ACCOMPANY A SURVEY PLAT OF 3.088 ACRES CONSISTING OF LOTS 1, 2, 11 AND 12, BLOCK 150 AND THE 20' ALLEY ADJACENT TO SAME; SEVENTH STREET SOUTH OF LOTS 1 AND 2, BLOCK 150; LOTS 7 THRU 12, BLOCK 165; SIXTH STREET SOUTH OF LOT 12, BLOCK 165 AND LOTS 7 THRU 12, BLOCK 172 ALL SHOWN ON THE PLAT OF THE CITY OF MARBLE FALLS ORIGINAL TOWNSHIP RECORDED IN VOLUME "Y", PAGE 535, DEED RECORDS, BURNET COUNTY, TEXAS (D.R.B.C.T.), BEING THE SAME CALLED 3.088 ACRES CONVEYED TO MOXIE HOLDINGS 1, LLC IN DOCUMENT NO. 201506043, OFFICIAL PUBLIC RECORDS, BURNET COUNTY, TEXAS (O.P.R.B.C.T.). THE BASIS OF BEARING FOR THIS SURVEY IS THE TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD 83. () DENOTES RECORD INFORMATION.

BEGINNING AT A MAG NAIL FOUND WITH WASHER STAMPED "1877" AT THE NORTHWEST CORNER OF THIS 3.088 ACRES ALSO BEING NORTHWEST CORNER OF SAID LOT 12, BLOCK 150 AT THE INTERSECTION OF THE SOUTHEAST RIGHT OF WAY LINE OF AVENUE "N" A 100' RIGHT OF WAY (R.O.W.) RECORDED IN VOLUME "Y", PAGE 535, D.R.B.C.T. AND THE SOUTHWEST RIGHT OF WAY LINE OF BROADWAY A 100' R.O.W. RECORDED IN VOLUME "Y", PAGE 535, D.R.B.C.T..

THENCE ALONG THE NORTHEAST LINE OF THIS 3.088 ACRES AND OF SAID LOT 12 THEN LOT 11, BLOCK 150 AND WITH THE SOUTHWEST RIGHT OF WAY LINE OF SAID BROADWAY S 61°33'20" E 100.12' (S 60°E 100') TO A 1/2" REBAR FOUND AT THE NORTHEAST CORNER OF THIS 3.088 ACRES AND OF SAID LOT 11, BLOCK 150, AT THE NORTH CORNER OF LOT 1-A, CHILDERS BASEBALL PARK, RECORDED IN CABINET 3 SLIDE 67-B, PLAT RECORDS, BURNET COUNTY, TEXAS (P.R.B.C.T.);

THENCE ALONG THE COMMON LINE OF THIS 3.088 ACRES AND OF SAID LOTS 11, SAID ALLEY THEN LOT 2 AND AN EXTENSION OF SAME WITH SAID LOT 1-A S 28°26'40" W 384.77' (S 30°W 380') TO A 1/2" REBAR FOUND IN THE NORTHEAST LINE OF SAID LOT 7, BLOCK 165 AT AN ELL CORNER OF SAID LOT 1-A;

THENCE ALONG A NORTH LINE OF THIS 3.088 ACRE TRACT AND OF SAID LOT 7, BLOCK 165, AND BEING A SEGMENT OF THE WEST LINE OF SAID LOT 1-A S 61°33'20" E 40.07' (S 60°E 40') TO A MAG NAIL SET ON A CONCRETE SLAB AT THE NORTHEAST CORNER OF SAID LOT 7, BLOCK 165 AND BEING ANOTHER ELL CORNER IN THE WEST LINE OF SAID LOT 1-A;

THENCE ALONG THE SOUTHEAST LINE OF THIS 3.088 ACRES AND OF LOTS 7 THRU 12, BLOCK 165, THEN AN EXTENSION OF SAME CROSSING SAID SIXTH STREET, THEN WITH THE SOUTHEAST LINE OF LOTS 7 THRU 12, BLOCK 172 AND BEING THE NORTHWEST LINE OF SAID LOT 1-A S 28°26'40" W 384.77' (380') PASSING A 1/2" REBAR FOUND BEING THE WEST CORNER OF SAID LOT 1-A ALSO THE BEGINNING OF THE NORTHWEST LINE OF A 20' ALLEY RECORDED IN VOLUME "Y", PAGE 535, D.R.B.C.T. WITHIN SAID BLOCK 172 THEN A TOTAL DISTANCE OF 684.74' (680') TO A 1/2" REBAR FOUND AT THE SOUTHEAST CORNER OF THIS 3.088 ACRES AND OF SAID LOT 12, BLOCK 172, IN THE NORTHEAST RIGHT OF WAY LINE OF FIFTH STREET AN 80' R.O.W. RECORDED IN VOLUME "Y" PAGE 535, D.R.B.C.T.;

EXHIBIT B

PERMITTED ENCUMBRANCES

1. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
2. Rights of parties in possession and rights of tenants under any unrecorded leases or rental agreements.
3. Protrusion of buildings over the westerly line of Block 172, shown on survey prepared by Donald Sherman, R.P.L.S. No. 1877, dated April 2, 2009.
4. Any portion of the insured property which lies within the limits or boundaries of any public or private roadway traversing subject property.
5. Overhead electric line shown on plat of survey dated April 4, 2022, prepared by Donald Sherman, Registered Professional Land Surveyor No. 1877.