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LENDER'S CLOSING INSTRUCTIONS

Date: January 23, 2024

Escrow: Old Republic National Title Insurance Company ("Escrow")
Contact: RyAnne Franceschi-Martinez
Escrow Officer
rfranceschimartinez@ortc.com

Title: Old Republic National Title Insurance Company ("Title Company")
Contact: Jayne Silveira
Title Officer
jsilveira@ortc.com

Lender: Tanglewood Racquet Village Lender LLC, a Wyoming limited liability company, ISAOA
("Lender")
1000 Brickell Avenue, Suite 175
Miami, Florida 33131

Contact: Francisco Piera ("Closing Contact")
francisco@alphali.com

Broker: Jack Aaron Nissim (License No. 00483969) ("Broker")
35 Santiago Way
San Rafael, California 94903

Loan Servicer: Jack Aaron Nissim
35 Santiago Way
San Rafael, California 94903

Geraci Point
Of Contact: Yazmin Chavez
y.chavez@geracillp.com
90 Discovery
Irvine, California 92618

Title Order No.: 4211020355-JS (effective October 27, 2023) ("Title Report")
Policy Amount: \$5,300,000.00 (100% of the principal balance) ("Policy Amount")
Property Address: Vacant Land APN 019-230-091-000, Marysville, California 95901 ("Property")
Loan Amount: \$5,300,000.00
Borrower: Tanglewood Racquet Village, LLC, a California limited liability company ("Borrower")
Guarantor: Timothy W. Starkweather; Michael G. Kliment; and Constance Long-Fross (collectively, "Guarantor")

A. Loan Documents.

1. Enclosed herewith are the following loan documents (collectively "Loan Documents"):

- a) Loan and Security Agreement ("Loan Agreement");
- b) Secured Note ("Note");
- c) Deed of Trust ("Security Instrument");
- d) Guaranty;
- e) Three (3) Language Capacity Declarations;
- f) Compliance Agreement;
- g) Hazard Insurance Disclosure;
- h) Arbitration Agreement;
- i) Balloon Payment Disclosure;
- j) Conditional Loan Approval;
- k) E.C.O.A. Appraisal Report Disclosure;
- l) Certificate of Non-Owner Occupancy;
- m) Business Purpose of Loan Certification;
- n) Environmental Indemnity Agreement;
- o) Entity Certificate;
- p) Fair Lending Notice;
- q) Anti-Money Laundering Declaration; and
- r) Signature Affidavit and AKA Statement.

The Security Instrument referenced above is referred to herein as the "Recordable Document."

Where applicable, the Lender will execute the Loan Documents upon Lender's receipt of the fully executed originals.

Escrow acknowledges that the Section A conditions have been met.

Initials _____

B. Funding Conditions. Lender will fund this transaction upon satisfaction of the following conditions:

- 1. You have received all of the Loan Documents.
- 2. If the Borrower is an entity, you have reviewed the entity documents of Borrower and have confirmed that the parties or party executing the Loan Documents on behalf of Borrower have authority to execute the Loan Documents on behalf of Borrower.
- 3. You have copied government issued identification of each and every party executing the loan documents and shall forward copies to Lender with the Loan Documents.

4. You have obtained a copy of the (i) fire/hazard, and (ii) liability insurance policies on the Property (inclusive of flood coverage if applicable to the Property), which confirms that the premiums have been paid for the 12-month period following the date of loan closing; and, you have obtained insurance mortgagee endorsements naming Lender, its successors and assigns, as mortgagee for all of the required policies. For the hazard insurance policies, you must ensure that: (i) the Borrower's insurance policies cover the replacement value of the improvements on the Properties, and (ii) if the Property is not the primary residence of the Borrower, that the policy is a landlord or other investment policy. For the liability policy, the minimum coverage shall be One Million and 00/100 Dollars (\$1,000,000.00). Lender will not fund this Loan until the insurance policies are obtained and Lender is named as mortgagee.

Mortgagee clause shall read as follows:

**Tanglewood Racquet Village Lender LLC, a Wyoming limited liability company;
ISAOA
1000 Brickell Avenue, Suite 175
Miami, Florida 33131**

5. When all of the conditions set forth above have been satisfied, please schedule the loan closing and have the Borrower execute the Loan Documents in the presence of a licensed notary arranged by Escrow or Title Company. Please ensure that:

- a) the Loan Documents have been fully executed (and acknowledged, as appropriate) by the parties thereto;
- b) if applicable, Borrower shall initial the following sections of the Loan Documents:
 - i. Loan Agreement: **8.10, 8.13, 8.15;**
 - ii. Security Instrument: **22, 33;**
 - iii. Note: **5;**
 - iv. Environmental Indemnity: **10;**
 - v. Guaranty: **17;**
- c) Borrower has completed the Language Capacity Declaration, Certificate of Non-Owner Occupancy, and Business Purpose Certificate;
- d) You have attached the legal description of the Property as provided by Title as Exhibits to the Security Instrument and Environmental Indemnity Agreement;
- e) The Recordable Document is properly notarized and is in recordable form;
- f) You have provided the Borrower with a duplicate set of Loan Documents;
- g) Each Loan Document is dated appropriately and if any Loan Documents are not already dated, insert the date of closing in the appropriate blanks in the Loan Documents; and
- h) Complete any blanks contained in the Loan Documents with information provided to you in writing.

Escrow acknowledges that the Section B conditions have been met.

Initials _____

C. Title Related Closing Conditions.

1. You have confirmed that all liens, encumbrances, judgments, mortgages and/or deeds of trust recorded against the Property are either cleared prior to closing or will be paid through the closing of escrow.
2. You have confirmed that the owner(s) of the Property matches the owner(s) described in the Title Policy Section below, or are prepared to record all necessary documents to fully convey the Property accordingly. If this is a purchase transaction, you have or will have received an original executed grant deed or warranty deed as customary in the state where the Property is located as approved by Lender (and which may not be a quitclaim deed unless approved in writing by Lender)(with the grantor's signature notarized and otherwise in recordable form), transferring fee title to the Property exactly in the name of Borrower as it appears in the Security Instrument (the "Deed").
3. You have verified that no junior liens have or will be placed on the Property without the written consent of Lender. Should you become aware of any junior lien(s) or request to record a junior lien, you shall promptly notify the Lender and request Lender's written consent to permit any junior lien to be recorded against the Property.
4. You shall provide a closing protection letter to Lender.
5. You have determined that the legal description contained in the Deed, the Security Instrument, and the proforma or anticipated Title Policy are identical.
6. Title Company is irrevocably and unconditionally committed to issue a final Title Policy (defined below) to Lender, its successors and/or assigns as follows:

Title Policy: 2021 ALTA Lender's Extended Policy in the Policy Amount insuring: a) fee title to the Property is vested solely and exactly in Tanglewood Racquet Village, LLC, a California limited liability company and b) the Security Instrument will record in First priority position (the "Title Policy").

Insured: Tanglewood Racquet Village Lender LLC, a Wyoming limited liability company, ISAOA

Endorsements (or their state equivalents): ALTA 09-06; ALTA 14; ALTA 22-06; ALTA 27.

Requirements: All requirements must be met and may not appear on the Title Policy.

- (a) The Title Policy will contain the recording information of the Security Instrument;
- (b) The coverage on the Title Policy shall be in an amount equal to \$5,300,000.00 (100% of the principal balance);
- (c) In the event Lender authorizes in writing the disbursement of Funds prior to recordation of the Security Instrument and any other Recordable Document, as applicable, the disbursement of Funds prior to recordation of the Security Instrument and Recordable Document shall be conditioned upon Title Company's irrevocable and unconditional commitment to issue the Title Policy with GAP coverage for any intervening liens or encumbrances between the date of disbursement of Funds and the recordation date of the Security Instrument;
- (d) All taxes and homeowner's association fees, if any, that are to have been paid as of the date of the Title Policy shall be shown as paid.

Exception Items: The following exception items listed in the Title Report shall be paid or otherwise DELETED and may not appear on the Title Policy: **1 (showing as none due, paid current), 15 (to be paid) , 16, 17, and 18.**

The Title Policy will be effective as of the date and time of the recording of the Security Instrument insured thereby, or, if such an effective date is not possible, then alternatively the Title Policy will contain affirmative coverage against loss or damage (including costs, attorney's fees and expenses) sustained or incurred by the Insured as provided in the Title Policy by reason of defects, liens, encumbrances, adverse claims, or other matters attaching or created subsequent to the date of the Title Policy and prior to the recordation of the Security Instrument, whether in the Title Policy jacket or by endorsement. All exceptions contrary to such coverage shall be deleted, and Lender must approve in writing of such alternative coverage.

Title acknowledges that the Section C conditions have been met.

Initials _____

D. Settlement Statement.

1. You have prepared a Settlement Statement for execution by Borrower which includes the information described in Exhibit "A" attached hereto and incorporated herein. **Please note that Exhibit "A" may be updated from time to time prior to closing and the final Exhibit "A" provided by Lender shall be used. The Settlement Statement is subject to Lender's final approval.**

2. You are in receipt of immediately available funds from Borrower in an amount which when added to the Funds is sufficient to pay all amounts set forth on the Settlement Statement. In particular, you shall have received sums sufficient to pay (a) all title insurance premiums due with respect to the issuance of the Title Policy (defined above) for the Property, (b) all other sums required to be paid in order to enable Title Company to issue the Title Policy for the Property, (c) all homeowner's association fees, intangibles, mortgage tax, recording, filing and documentary stamp taxes and fees payable in connection with the Security Instrument, and (d) the title review fee to Lender's title reviewer set forth on the Settlement Statement, as applicable.

Note: Lender shall have no liability or responsibility for any costs, fees or expenses which may be incurred in connection with this transaction. All costs, fees, and expenses (including, without limitation, your fees and expenses for the issuance of the Title Policy and all title endorsements described herein and therein, the recording and transfer costs and fees, and any and all documentary transfer taxes and/or mortgage taxes are to be paid by Borrower. Borrower must sign and date the Settlement Statement at the closing to acknowledge receipt of the Statement and approval of the disbursements. You shall return to Lender and/or Borrower upon written demand by Lender all documents, funds and other information provided by Lender or Borrower at any time prior to the recording described herein, if such recording has not yet occurred.

Escrow acknowledges that the Section D conditions have been met.

Initials _____

E. Recording.

1. You have contacted Closing Contact, the closing contact on behalf of Lender, and have confirmed that the signed Loan Documents are acceptable and all other conditions required by

Lender to be fulfilled outside of this transaction have been fulfilled to the satisfaction of Lender; and, **you have delivered a scanned copy of this letter countersigned to indicate your acceptance of these instructions WITH A SCANNED COPY OF THE SIGNED LOAN DOCUMENTS PRIOR TO MAILING ORIGINAL DOCUMENTS TO LENDER to Closing Contact.**

2. Thereafter, you shall have determined that the Recordable Document is in proper form for recording and shall record the Recordable Document in the Official Records in the county in which the Property is located. The recordation shall constitute your issuance of the Title Policy.

3. You shall record or cause to be recorded in the exact order as follows: first, the Deed, if any, and second, immediately thereafter the Security Instrument.

Title acknowledges that the Section E conditions have been met.

Initials _____

F. Disbursement of Funds.

1. Upon your completion of the foregoing, you shall disburse the Funds as follows:

- a) Pay all demands received into escrow in connection with this transaction which have been approved by Lender.
- b) Pay all of the fees and costs plus any other costs and expenses incurred in connection with the closing of this transaction, including those which may be incurred for the Title Policy, escrow fees, notary fees, photocopying, recording and filing fees, taxes, title company services, and all such other fees, charges, and taxes. Lender shall have no liability for any costs or expenses which may be incurred in connection with the closing of this transaction (collectively, the "Fees and Costs").
- c) FUNDS SHALL BE DISBURSED ONLY IN STRICT ACCORDANCE WITH THESE LENDER'S CLOSING INSTRUCTIONS AND THE APPROVED SETTLEMENT STATEMENT. FURTHERMORE, ESCROW AND TITLE COMPANY AGREE THAT LENDER MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, UNILATERALLY INSTRUCT ESCROW AND TITLE COMPANY TO RETURN THE FUNDS TO LENDER.

Escrow acknowledge, as applicable, that the Section F conditions have been met.

Initials _____

G. Delivery of Original Executed Loan Documents.

1. Upon completion of the foregoing, you shall deliver the executed originals of the Loan Documents (with the exception of the Recordable Document) directly to Lender's Address provided above.

2. Within five (5) days of closing, one certified copy of each fully executed and assembled Recordable Document, showing all recording information and with legal descriptions attached (with such copy of the Security Instrument, certified by Title Company as a true and correct copy of the original).

3. Within five (5) days of closing, one certified copy of the Settlement Statement showing settlement of the Funds disbursed at closing.

**Escrow/Title acknowledge, as applicable, that
the Section G conditions have been met.**

Initials

In this transaction, you shall adhere to the procedures set forth in these Lender's Closing Instructions. If you are unable to comply with these instructions and close the transaction on or before January 30, 2024, or if there are to be any changes therein, then you are not to proceed without further authorization from Closing Contact.

By acceptance of these Lender's Closing Instructions, Escrow and Title each acknowledge and agree that upon disbursement of the Funds in accordance with these Lender's Closing Instructions, the title insurance premiums will have been paid in full.

Prior to closing, please deliver the acknowledgment below to Closing Contact. Please call Closing Contact if you have any questions.

Notwithstanding the failure of Lender to receive a copy of these Lender's Closing Instructions executed by an authorized officer of Escrow and Title Company, as applicable, the disbursement of Funds and/or the recordation of the Security Instrument shall constitute evidence of Escrow's and Title Company's, as applicable, agreement to comply with their respective obligations under these Lender's Closing Instructions, including issuance of the Title Policy by Title Company.

These Lender's Closing Instructions may be executed in original or electronic (pdf) counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

IN THE EVENT OF A FAILURE TO RETURN A FULLY EXECUTED COPY OF THESE CLOSING INSTRUCTIONS TO THE LENDER, INCLUDING, WITHOUT LIMITATION, BY FACSIMILE OR ELECTRONIC TRANSMISSION, PRIOR TO ESCROW OR TITLE COMPANY'S RECEIPT OF THE FUNDS, SUCH RECEIPT OF THE FUNDS SHALL BE DEEMED EVIDENCE OF YOUR AGREEMENT TO PROCEED IN STRICT ACCORDANCE WITH THE TERMS OF THESE LENDER'S CLOSING INSTRUCTIONS.

The undersigned acknowledges receipt of the above Lender's Closing Instructions and agrees to proceed in strict accordance therewith.

ESCROW:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By: _____

Name: RyAnne Franceschi-Martinez

Title: Escrow Officer

TITLE COMPANY:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

By: _____

Name: Jayne Silveira

Title: Title Officer

Exhibit "A"
Lender Fees

Loan Amount: \$5,300,000.00

General Items

All fees and costs plus any other costs and expenses incurred by the Title Company or provided to the Title Company for insertion on the Settlement Statement in connection with the closing of this transaction, including those which may be incurred for the title commitment, the 2021 ALTA Lender's Extended Title Policy, escrow fees, photocopying, recording and filing fees, taxes, title company services, and all such other fees and charges.

Any amounts necessary to remove exceptions listed in Title Policy section above including payments of liens appearing of record.

Fee Amount	Description	Comment
\$1,398.61 per day	Per Diem Interest	Per day from the later of: (i) the date of funding, or (ii) one day prior to the date the loan proceeds are disbursed to borrower through and including January 30, 2024 payable and delivered to Lender

Broker Items

Fee Amount	Description	Comment
\$53,000.00	Broker Success Fee	Wire Instructions to be Provided

Lender Items

Fee Amount	Description	Comment
\$159,000.00	Lender Success Fee	Wire Instructions to be Provided
\$15,000.00	Lender Retainer Fee	Show as Credited

Reserves and Holdbacks

Amount	Description	Comment
\$503,499.96	Debt Service Reserve	Delivery Instructions to be Provided

Other

Fee Amount	Description	Paid To	Comment
\$53,000.00	Broker Fee	Charles Philip II Clock (DRE No. 00590809)	Delivery Instructions to be Provided

Geraci Fee

Fee Amount	Description	Comment
\$2,500.00	Legal Fee	Please reflect fee as “paid outside of closing”
\$6,474.00	Legal Fee (Loan Document Negotiations-billed hourly)	Geraci Wire Instructions

REMAINING LOAN PROCEEDS, IF ANY, SHALL BE DISBURSED IN ACCORDANCE WITH LENDER’S FURTHER INSTRUCTIONS.

Please wire fees payable to **Geraci LLP** to:

Bank name: Partners Bank of California
Bank address: 27201 Puerta Real, Suite 160
Mission Viejo, California 92691

Account Name: Geraci, LLP (Operating)
Account Address: 90 Discovery
Irvine, California 92618

ABA routing number: 122244773
Account Number: **120024774**

ALL INCOMING WIRES MUST IDENTIFY:
(1) GERACI LAW FIRM CLIENT NAME
(2) PROPERTY ADDRESS
(3) BORROWER NAME