

**RANCHO AFFORDABLE LIVING LLC  
SUBSCRIPTION AGREEMENT  
(Including investment representations)**

**IMPORTANT: This document contains significant representations.  
Please read carefully before signing.**

Rancho Affordable Living LLC  
Attn: Canaan Van Williams  
601 S 10th Street / Suite 8  
Las Vegas, NV 89156

Ladies and Gentlemen:

I commit and subscribe to purchase from RANCHO AFFORDABLE LIVING LLC, a Delaware Limited Liability Company (the “Company”) “Promissory Notess” in the dollar amount set forth below and upon the terms and conditions set forth herein.

I understand that this Subscription Agreement is conditioned upon Company’s acceptance of the subscription, which is at the sole discretion of the Company. If this Subscription Agreement has been accepted, the Promissory Notess subscribed to hereby shall be issued to me in the form of notes.

With respect to such purchase, I hereby represent and warrant to you that:

**1 Residence.**

I am a bona fide resident of (or, if an entity, the entity is domiciled in) the state set forth on my signature page.

**2 Subscription.**

- a. I hereby subscribe to purchase the number of Promissory Notess set forth below, and to make capital contributions to the Company in the amounts set forth below, representing the purchase price for the Promissory Notess subscribed.

Purchase Amount of Promissory Notess ..... (1)

(1) A minimum purchase of \$500, is required for individual investors. Amounts may be subscribed for in \$500 increments.

- b. I have funded my purchase via ACH, wire transfer, or a check made payable to “**SILICON PRAIRIE PORTAL & EXCHANGE FBO RANCHO AFFORDABLE LIVING LLC**” in an amount equal to 100% of my total subscription amount.

Portal Transaction ID (TXID) .....

- c. I acknowledge that this subscription is contingent upon acceptance by the Company, and that the Company has the right to accept or reject subscriptions in whole or in part.

### 3 Representations of Investor.

In connection with the sale of the Promissory Notess to me, I hereby acknowledge and represent to the Company as follows:

- a. I hereby acknowledge receipt of a copy of the Confidential Private Placement Memorandum of the Company, dated on or about 2025-04-22 00:00:00, (the “Memorandum”), relating to the offering of the Promissory Notes.
- b. I have carefully read the Memorandum, including the section entitled “Risks Factors”, and have relied solely upon the Memorandum and investigations made by me or my representatives in making the decision to invest in the Company. I have not relied on any other statement or printed material given or made by any person associated with the offering of the Promissory Notess.
- c. I have been given access to full and complete information regarding the Company (including the opportunity to meet with the Manager of the Company and review all the documents described in the Memorandum and such other documents as I may have requested in writing) and have utilized such access to my satisfaction for the purpose of obtaining information in addition to, or verifying information included in, the Memorandum.
- d. I am experienced and knowledgeable in financial and business matters, capable of evaluating the merits and risks of investing in the Promissory Notess, and do not need or desire the assistance of a knowledgeable representative to aid in the evaluation of such risks (or, in the alternative, I have used a knowledgeable representative in connection with my decision to purchase the Promissory Notess).
- e. I understand that an investment in the Promissory Notess is highly speculative and involves a high degree of risk. I believe the investment is suitable for me based on my investment objectives and financial needs. I have adequate means for providing for my current financial needs and personal contingencies and have no need for liquidity of investment with respect to the Promissory Notess. I can bear the economic risk of an investment in the Promissory Notess for an indefinite period of time and can afford a complete loss of such investment.
- f. I understand that there may be no market for the Promissory Notess, that there are significant restrictions on the transferability of the Promissory Notess and that for these and other reasons, I may not be able to liquidate an investment in the Promissory Notess for an indefinite period of time.
- g. I have been advised that the Promissory Notess have not been registered under the Securities Act of 1933, as amended (“Securities Act”), or under applicable state securities laws (“State Laws”), and are offered pursuant to exemptions from registration under the Securities Act and the State Laws. I understand that the Company’s reliance on such exemptions is predicated in part on my representations to the Company contained herein.
- h. I understand that I am not entitled to cancel, terminate or revoke this subscription, my capital commitment or any agreements hereunder and that the subscription and agreements shall survive my death, incapacity, bankruptcy, dissolution or termination.
- i. I understand that capital contributions to the Company will not be returned after they are paid.

## 4 Investment Intent; Restrictions on Transfer of Securities.

- a. I understand that (i) there may be no market for the Promissory Notess, (ii) the purchase of the Promissory Notess is a long-term investment, (iii) the transferability of the Promissory Notess is restricted, (iv) the Promissory Notess may be sold by me only pursuant to registration under the Securities Act and State Laws, or an opinion of counsel that such registration is not required, and (v) the Company does not have any obligation to register the Promissory Notess.
- b. I represent and warrant that I am purchasing the Promissory Notess for my own account, for long term investment, and without the intention of reselling or redistributing the Promissory Notess. The Promissory Notess are being purchased by me in my name solely for my own beneficial interest and not as nominee for, on behalf of, for the beneficial interest of, or with the intention to transfer to, any other person, trust, or organization, and I have made no agreement with others regarding any of the Promissory Notess. My financial condition is such that it is not likely that it will be necessary for me to dispose of any of the Promissory Notess in the foreseeable future.
- c. I am aware that, in the view of the Securities and Exchange Commission, a purchase of securities with an intent to resell by reason of any foreseeable specific contingency or anticipated change in market values, or any change in the condition of the Company or its business, or in connection with a contemplated liquidation or settlement of any loan obtained for the acquisition of any of the Promissory Notess and for which the Promissory Notess were or may be pledged as security would represent an intent inconsistent with the investment representations set forth above.
- d. I understand that any sale, transfer, pledge or other disposition of the Promissory Notess by me (i) may require the consent of the Manager of the Company, (ii) will require conformity with the restrictions contained in this Section 4, and (iii) may be further restricted by a legend placed on the instruments or certificate(s) representing the securities containing substantially the following language:

“The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended, or applicable state securities laws and may not be sold, offered for sale, or transferred except pursuant to either an effective registration statement under the Securities Act of 1933, as amended, and under the applicable state securities laws, or an opinion of counsel for the Company that such transaction is exempt from registration under the Securities Act of 1933, as amended, and under the applicable state securities laws. The transfer or encumbrance of the securities represented by this certificate is subject to substantial restrictions.”

## 5 Additional Representations of Investor.

In connection with the sale of the notes to me, I further represent and warrant to the Company as follows:

- a. If an individual Investor, I am of legal age in my state of residence and have legal capacity to execute, deliver and perform my obligations under this Subscription Agreement and the notes. The Subscription Agreement and the notes are my legal, valid and binding obligations, enforceable against me in accordance with their respective terms.
- b. If an entity Investor, the undersigned is a duly organized, formed or incorporated, as the case may be, and is validly existing and in good standing under the laws of its jurisdiction of incorporation, organization or formation. The undersigned has all requisite power and authority to execute, deliver and perform its obligations under this Subscription Agreement and the notes and to subscribe for and purchase the notes subscribed hereunder. The undersigned will deliver all documentation with respect to its formation, governance and authorization to purchase the notes as may be requested by the Company. Execution, delivery and performance of this Subscription Agreement and the notes by the undersigned have been authorized by all necessary corporate, limited liability company or other action on its behalf, and the Subscription Agreement and the notes are its legal, valid and binding obligations, enforceable against the undersigned in accordance with their respective terms.
- c. I desire to invest in the notes for legitimate, valid and legal business and/or personal reasons and not with any intent or purpose to violate any law or regulation. The funds to be used to invest in the notes are derived from legitimate and legal sources, and neither such funds nor any investment in the notes (or any proceeds thereof) will be used by me or by any person associated with me to finance any terrorist or other illegitimate, illegal or criminal activity. I acknowledge that, due to anti-money laundering regulations, the Company may require further documentation verifying my identity and the source of funds used to purchase the notes.  
  
If the undersigned is an entity: The undersigned has in place, and shall maintain, an appropriate anti-money laundering program that complies in all material respects with all applicable laws, rules and regulations (including, without limitation, the USA PATRIOT ACT of 2001) and that is designed to detect and report any activity that raises suspicion of money laundering activities. The undersigned have obtained all appropriate and necessary background information regarding its officers, directors and beneficial owners to enable the undersigned to comply with all applicable laws, rules and regulations respecting anti-money laundering activities.
- d. I did not derive any payment to the Company from, or related to, any activity that is deemed criminal under United States law.
- e. I understand that the Company is relying on the accuracy of the statements contained in this Subscription Agreement in connection with the sale of the notes to me, and the notes would not be sold to me if any part of this Subscription Agreement were untrue. The Company may rely on the accuracy of this Subscription Agreement in connection with any matter relating to the offer or sale of the notes.
- f. If any statement contained in this Subscription Agreement becomes, for any reason, inaccurate, I shall immediately notify the Company and I understand and acknowledge that the continued accuracy of the statements contained in this Subscription Agreement are of the essence to the Company's sale of the notes to me.
- g. I acknowledge and agree that any approval or consent of a notes holder required under the notes may be provided by a signature page delivered or provided electronically, whether by e-signature, facsimile, DocuSign, electronic mail in portable delivery format or other similar means. I further acknowledge that the Company may rely on the contact information I have provided in this Subscription Agreement, including for purposes of confirming that information has been delivered to me or that responses received from me are in fact from me.

## 6 Investor Qualifications.

I represent and warrant as follows (Answer Part a, b or c, as applicable. Please check all applicable items):

**a. Accredited Investor – Individuals.** I am an INDIVIDUAL and:

- ☐ i. I have a net worth, or a joint net worth together with my spouse, in excess of \$1,000,000, excluding the value of my primary residence.
- ☐ ii. I had an individual income in excess of \$200,000 in each of the prior two years and reasonably expect an income in excess of \$200,000 in the current year.
- ☐ iii. I had joint income with my spouse in excess of \$300,000 in each of the prior two years and reasonably expect joint income in excess of \$300,000 in the current year.
- ☐ iv. I hold one of the following licenses in good standing: General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), or the Investment Adviser Representative license (Series 65)
- ☐ v. I am a director or executive officer of RANCHO AFFORDABLE LIVING LLC

**b. Accredited Investor – Entities.** The undersigned is an ENTITY and:

- ☐ i. The undersigned hereby certifies that all of the beneficial equity owners of the undersigned qualify as accredited individual investors by meeting one of the tests under items (a)(i) through (a)(v) above. Please indicate the name of each equity owner and the applicable test:
- ☐ ii. The undersigned is a bank or savings and loan association as defined in Sections 3(a)(2) and 3(a)(5)(A), respectively, of the Securities Act either in its individual or fiduciary capacity.
- ☐ iii. The undersigned is a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.
- ☐ iv. The undersigned is an insurance company as defined in Section 2(13) of the Securities Act.
- ☐ v. The undersigned is an investment company registered under the Investment Company Act of 1940 or a business development company as defined therein, in Section 2(a)(48).
- ☐ vi. The undersigned is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.
- ☐ vii. The undersigned is an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 and one or more of the following is true (check one or more, as applicable):
  - ☐ (1) the investment decision is made by a plan fiduciary, as defined therein, in Section 3(21), which is either a bank, savings and loan association, insurance company, or registered investment adviser;
  - ☐ (2) the employee benefit plan has total assets in excess of \$5,000,000; or
  - ☐ (3) the plan is a self-directed plan with investment decisions made solely by persons who are “accredited investors” as defined under therein.
- ☐ viii. The undersigned is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
- ☐ ix. The undersigned has total assets in excess of \$5,000,000, was not formed for the specific purpose of acquiring Promissory Notes and one or more of the following is true (check one or more, as applicable):

- ☐ (1) an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;
- ☐ (2) a corporation;
- ☐ (3) a Massachusetts or similar business trust;
- ☐ (4) a partnership; or
- ☐ (5) a limited liability company.
- ☐ x. The undersigned is a trust with total assets exceeding \$5,000,000, which is not formed for the specific purpose of acquiring Promissory Notes and whose purpose is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the investment in the Promissory Notes.
- ☐ xi. The undersigned is a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000
- ☐ xii. The undersigned is an investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state.
- ☐ xiii. The undersigned is an investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the Investment Advisers Act of 1940.
- ☐ xiv. The undersigned is a Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act.
- ☐ xv. The undersigned is an entity, of a type not listed in items (b)(i) to (b)(xiv) above or b(xvi) to b(xviii) below, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000
- ☐ xvi. The undersigned is a “family office,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1): (1) with assets under management in excess of \$5,000,000, (2) that is not formed for the specific purpose of acquiring the securities offered, and (3) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.
- ☐ xvii. The undersigned is a “family client,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940 (17 CFR 275.202(a)(11)(G)-1), of a family office meeting the requirements in item (b)(xvi) above and whose prospective investment in the issuer is directed by such family office pursuant to paragraph(b)(xvi)(3) above.
- ☐ xviii. The undersigned is a revocable trust where each grantor of the trust is an accredited investor meeting one or more of the individual accredited investor tests under items (a)(i) through (a)(v) above and the person who makes investment decisions for the undersigned is an accredited investor under any one or more of tests under items (a)(i) through (a)(iv) or items (b)(i) through (b)(xvii).

**c. Non-Accredited Investors.**

- ☐ The undersigned cannot make any of the foregoing representations and is therefore not an accredited investor.

## **7 Miscellaneous.**

- a. I agree to furnish any additional information that the Company or its counsel deem necessary in order to verify the responses set forth above.

- b. I understand the meaning and legal consequences of the agreements, representations and warranties contained herein. I agree that such agreements, representations and warranties shall survive and remain in full force and effect after the execution hereof and payment for the Promissory Notes. I further agree to indemnify and hold harmless the Company, and each current and future member of the Company from and against any and all loss, damage or liability due to, or arising out of, a breach of any of my agreements, representations or warranties contained herein.
- c. This Subscription Agreement shall be construed and interpreted in accordance with Minnesota law without regard to the principles regarding conflicts of law.



## SIGNATURE PAGE FOR INDIVIDUALS

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Second Individual, if applicable

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Residence Street Address

\_\_\_\_\_  
Residence Street Address

\_\_\_\_\_  
City, State & Zip Code  
(Must be same state as in Section 1)

\_\_\_\_\_  
City, State & Zip Code  
(Must be same state as in Section 1)

\_\_\_\_\_  
Mailing Address  
(Only if different from residence address)

\_\_\_\_\_  
Mailing Address  
(Only if different from residence address)

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Email address

### Individual Subscriber Type of Ownership:

The Promissory Notess subscribed for are to be registered in the following form of ownership:

- ☐ Individual Ownership
- ☐ Joint Tenants with Right of Survivorship (both parties must sign). Briefly describe the relationship between the parties (e.g., married) :
- ☐ Tenants in Common (both parties must sign). Briefly describe the relationship between the parties (e.g., married) :

### Source of Funds

☐ Cash ☐ CD ☐ Liquidation ☐ Margin or Bank Loan ☐ Money Market ☐ Other

## SIGNATURE PAGE FOR TRUSTS AND ENTITIES

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Entity (Typed or Printed)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Entity's Tax Identification Number

,

\_\_\_\_\_  
Name & Title (Typed or Printed) of Signatory

\_\_\_\_\_  
Contact Person (if different from Signatory)

\_\_\_\_\_  
Principal Executive Office Address

\_\_\_\_\_  
Mailing Address  
(If different from principal executive office)

\_\_\_\_\_  
City, State & Zip Code  
(Must be same state as in Section 1)

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Email address

### Entity Subscriber Type of Ownership:

The Promissory Notess subscribed for are to be registered in the following form of ownership (check one):

- ☐ Partnership
- ☐ Limited Liability Company
- ☐ Corporation
- ☐ Trust or Estate (Describe, and enclose evidence of authority :
- ☐ IRA Trust Account
- ☐ Other (Describe) :

## **ACCEPTANCE**

This Subscription Agreement is accepted by RANCHO AFFORDABLE LIVING LLC on

As to the principal amount in Promissory Notess set forth in Item 2.a.; or \$ Promissory Notess.

### **RANCHO AFFORDABLE LIVING LLC**

By: .....

Name: Canaan Van Williams

Its: Manager

**Counterpart Signature Page to Operating Agreement of Rancho Affordable Living LLC**

IN WITNESS WHEREOF, the undersigned hereby executes this counterpart signature page to the Operating Agreement of Rancho Affordable Living LLC, as the same may be amended from time to time, and hereby authorizes Rancho Affordable Living LLC to attach this counterpart signature page to the Operating Agreement as executed by the other parties thereto.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Second Individual, if applicable

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Name (Typed or Printed)

## PROMISSORY NOTE

**Principal Amount: \$**

**Issue Date: 3/31/26**

**Maturity Date: 2029-03-31 00:00:00**

This Promissory Note (the “*Note*”) is made and entered into as of [Insert Date], by and between , herein referred to as the “*Lender*”, and **Rancho Affordable Living LLC**, herein referred to as the “*Borrower*”, collectively known as the “*Parties*”.

The purpose of this Note is to set forth the terms and conditions under which the Lender agrees to loan a certain sum of money to the Borrower. The Borrower promises to repay this sum, along with any accrued interest and fees, to the Lender according to the terms specified herein. This Note is executed under and shall be governed by the laws of the State of Nevada.

**1. Principal Amount.** The principal amount (“*Principal*”) of this Note, due and payable to the Lender by the Borrower, is [Insert Principal Amount] USD. The Principal shall be payable in lawful money of the United States of America at [Insert Payment Address of Lender], or at such other place as the Lender may from time to time designate in writing to the Borrower.

### **2. Interest Rate**

- a. The interest rate applicable to the Principal of this Note shall be at a fixed rate of six percent (6%) per annum simple interest. This interest rate shall be calculated on the basis of a 365-day year and charged on the actual number of days elapsed. Interest shall begin to accrue on the Principal from the date of issuance of the Note until the Principal is paid in full.
- b. All interest payments under this Note are to be made to the Lender in lawful money of the United States of America at the address of the Lender or at such other place as the Lender may designate in writing. The Borrower shall have the right to prepay the Principal in whole or in part at any time without penalty. In the event of a prepayment, the Borrower shall also pay accrued interest on the amount of the Principal being prepaid up to the date of prepayment.

### **3. Payment Schedule**

- a. The Borrower shall repay the Principal and make interest payments to the Lender according to the following schedule:
  - i. The first interest payment is due 90 days after the issuance of the Note.
  - ii. Subsequent interest payments are due every 90 days thereafter until the Principal is paid in full.
- b. The Principal shall be repaid in full on the maturity date specified in the Note, along with any accrued but unpaid interest. Should any date on which any payment is to be made falls on a Saturday, Sunday, or other day that the Federal Reserve Bank is closed or is a public holiday in Nevada, the payment shall be due on the next business day.

**4. Term.** The term of this Note shall commence on the later of the dates on which this Note is executed by either Party and shall continue in full force and effect for a period of three (3) years, culminating on the Maturity

Date, unless sooner terminated in accordance with the provisions of this Note or extended by mutual written agreement of the Parties. The Maturity Date, being three years from the execution date, is the date by which the Principal and all accrued Interest must be paid in full to the Lender by the Borrower.

**5. Maturity Bonus.** Upon repayment of the Principal amount in full, along with any and all accrued Interest, the Lender shall grant a bonus to the Borrower. This bonus will be equivalent to ten percent (10%) of the Principal amount.

**6. Governing Law.** This Promissory Note (the “*Note*”) shall be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Nevada. Any legal suit, action, or proceeding arising out of or related to this Note shall be instituted exclusively in the federal courts of the United States or the courts of the State of Nevada in each case located in the city of Las Vegas and County of Clark, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

## **7. Default and Remedies**

a. In the event of a default under this Note, where the Borrower fails to pay any principal or interest due under the terms of this Note on or before the due date, or fails to observe or perform any other covenant, condition, or agreement contained in this Note, and such failure continues unremedied for a period of thirty (30) days after written notice of such failure has been given by the Lender to the Borrower, the following remedies shall be available to the Lender, to be exercised at its sole discretion:

i. The Lender may declare all outstanding amounts of principal and interest, as well as any other amounts owed under the terms of this Note, to be immediately due and payable without further notice or demand.

ii. The Lender may proceed to enforce payment of this Note and exercise any and all rights and remedies available to it under the laws of the State of Nevada, including but not limited to the right to collect from the Borrower all reasonable costs and expenses incurred in pursuing such remedies, including attorneys’ fees.

iii. In addition to any other remedies provided by law or in equity, the Lender may apply any security held in connection with this Note towards satisfaction of the Borrower’s obligations under this Note.

b. Nothing in this clause shall be construed to limit or restrict the Lender’s right to pursue any other remedy permitted by law or in equity. Furthermore, the exercise of any one remedy shall not be deemed exclusive and shall not preclude the exercise of any other remedies concurrently or subsequently.

**8. Usury Savings Clause.** Notwithstanding any provision to the contrary contained in this Note, the Lender shall not be entitled to receive, collect, or apply as interest any amount in excess of the maximum rate of interest permitted to be charged by applicable law. If the Lender ever receives, collects, or applies as interest any such excess, the amount which would be excessive interest shall be applied to the reduction of the principal amount owing under this Note, and if such amount exceeds the unpaid principal balance of this Note, such excess shall be refunded to the Borrower. In determining whether the interest paid or payable under any specified contingency exceeds the highest rate permitted by law, the Borrower and the Lender shall, to the maximum extent permitted under applicable law, (a) characterize any non-principal payment as an expense, fee, or premium rather than as interest; (b) exclude voluntary prepayments and the effects thereof; and (c) amortize, prorate, allocate, and spread in equal parts during the period of the full stated term of the Note, all interest at any time contracted for, charged, received, or reserved in connection with the Note.

**9. Notice.** Any notice or demand which by any provision of this Agreement is required or provided to be given shall be deemed to have been sufficiently given or served for all purposes by (i) being delivered in person to the party to whom the notice or demand is directed with written confirmation of receipt, or (ii) by being sent as first class mail, certified, return receipt requested, postage prepaid, or (iii) being sent via nationally recognized overnight carrier with tracking and delivery confirmation, in any event to the following address:

If to Borrower: 5280 S. Eastern Ave, Suite G3  
Las Vegas, Nevada 89119

or if any other address shall at any time be designated by Maker in writing to the holders of record of the Note at the time of such designation to such other address

If to Lender: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or if any other address shall at any time be designated in writing to Maker, to such other address.



## **10. Miscellaneous**

- a. The terms and conditions set forth in this Note represent the entire agreement between the Parties concerning the subject matter hereof and supersede all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.
- b. Any amendment or modification of this Note or any waiver of any provision hereof must be in writing and signed by both Parties.
- c. This Note may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- d. If any provision of this Note is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Note shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Note; the remaining provisions of this Note shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Note.
- e. Neither this Note nor any rights hereunder may be assigned by the Borrower without the prior written consent of the Lender, which consent shall not be unreasonably withheld. The Lender may assign this Note and its rights hereunder upon written notice to the Borrower.
- f. The headings in this Note are for convenience only and shall not be used in its interpretation.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties, intending to be legally bound hereby, has caused this Note to be signed in its name by its duly authorized officer and to be dated the day and year above written.

**BORROWER**

**RANCHO AFFORDABLE LIVING LLC**

By: /s/Canaan Van Williams

Name: Canaan Van Williams

Title: Manager

**LENDER**

By: /s/

Name:

Title: INVESTOR