



CROSS-DEFAULT AND CROSS-COLLATERALIZATION AGREEMENT

This Agreement is between TEXAS COMMUNITY BANK, N.A. (the "Bank"), and RZ REAL ESTATE, LLC, a Texas limited liability company ("RZ"), and is as follows:

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1. RZ is indebted to Texas Community Bank, N.A. by reason of the following obligations:

- (a) Note #1: Loan evidenced by Real Estate Lien Note dated January 28, 2008 executed by RZ Real Estate payable to the order of Texas Community Bank, N.A. in the original principal amount of \$5,300,000.00 ("Note #1"), secured by a Deed of Trust of even date therewith in favor of the Public Trustee for Eagle County, Colorado, covering the following described property, which is recorded at Reception No. 200802604 of the Clerk and Recorder of Eagle County, Colorado ("Deed of Trust #1"). The property subject to the Deed of Trust is described as:

Condominium Unit 329, according to the Condominium Map for Arrabelle at Vail Square Residential Condominiums recorded on December 31, 2007, at Reception No. 200733765, in the office of the clerk and recorder of Eagle County, Colorado and the Condominium Declaration for Arrabelle at Vail Square Residential Condominiums recorded on December 31, 2007, at Reception No. 200733764 in the office of the clerk and recorder of Eagle County, Colorado, together with: those easements appurtenant to such condominium unit arising under the reciprocal easements and covenants agreements recorded on December 31, 2007, at Reception No. 200733763 and amendment thereto recorded January 11, 2008 at Reception No. 2008000853 in the office of the clerk and recorder of Eagle County, Colorado.

2. RZ REAL ESTATE, LLC, is obtaining an additional loan from the Bank as follows:

- (a) Note #2: Loan evidenced by Real Estate Lien Note executed by RZ REAL ESTATE, LLC, dated of even date herewith, payable to the order of Texas Community Bank, N.A. in the original principal amount of \$800,000.00 ("Note #2"), secured by a deed of Trust of even date executed by RZ REAL ESTATE, LLC in favor of the Public Trustee for the County of Eagle, State of Colorado, covering the property described above, which will be recorded in the Office of the Clerk and Recorder for Eagle County, Colorado ("Deed of Trust #2").
- (b) Additional Security For Note #2: Security Agreements executed by ROLANDO REYES KURI and HUMBERTO ZESATI ANDRADE to Bank, creating a security interest in TCB Certificate of Deposit # 6692 and TCB Certificate of Deposit # 27813 (the "Security Agreements").

3. RZ REAL ESTATE, LLC, and Texas Community Bank, N.A. have agreed that Note #1 and Note

Cross Default and Cross-Collateralization Agreement

PLEASE RETURN TO.
OTTO, PORTERFIELD & AYRES LLC
P.O. BOX 3149
VAIL, COLORADO 81658

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#2 (collectively the "Notes") shall be cross-defaulted, and that Deed of Trust # 1, Deed of Trust #2 (collectively the "Deeds of Trust") and the Security Agreements shall secure payment of all of the Notes. THEREFORE, the parties to this agreement do hereby agree as follows:

- (a) That the Notes are hereby cross-defaulted so that should default be made in payment of either one the Notes or in any part thereof, principal or interest, as the same shall become due and payable, or in any of the covenants of the Deeds of Trust or Security Agreements securing payment of either of the Notes, then in any or all of such events, the outstanding unpaid indebtedness represented by all of the Notes, at the option of the holder thereof, shall at once become due and payable.
 - (b) The Deeds of Trust and Security Agreements are hereby cross-collateralized so that both of the Deeds of Trust and the Security Agreements shall secure payment of all of the Notes and that upon foreclosure of either of the Deeds of Trust, and/or the Security Agreements, the proceeds of the sale thereof be applied (i) to payment of all necessary actions and expenses incident to such foreclosure sale or sales, including a reasonable fee to the Trustee not exceeding five percent (5%) of the gross proceeds of the sale or sales of the property included in the Deed of Trust; (ii) to the payment of accrued interest and principal due and unpaid on the Notes in such order or manner as Bank may direct and (iii) the remainder, if any, shall be paid to the Grantor named in the Deed of Trust foreclosed or such other person or persons entitled thereto by law.
 - (c) Notwithstanding any language in any of the Notes, the Deeds of Trust or the Security Agreements to the contrary, the provisions of this paragraph 3 shall prevail; and to the extent necessary, this paragraph shall operate as a Modification and Amendment of the Notes and the Deeds of Trust.
4. The provisions of this Agreement shall inure to and bind the parties hereto, their personal representatives, heirs, successors and assigns.

5. Guarantors execute this Agreement to indicate Guarantors' approval of all of the provisions hereof.

Executed this 14 day of October, 2008.

RZ REAL ESTATE, LLC
A Texas Limited Liability Company

By: _____
Name: Rolando Reyes Kuri
Its: Manager

By: _____
Name: Humberto Zesati Andrade
Its: Manager

Debtors/Obligors

Rolando Reyes Kuri

Humberto Zesati Andrade

Guarantors

TEXAS COMMUNITY BANK, N.A.

By: _____
Name: Leroy Morin
Title: Vice President

Financial Institution

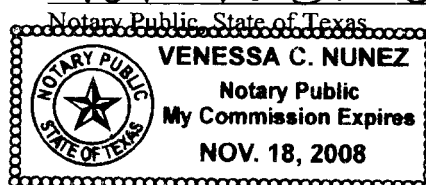
STATE OF TEXAS §

COUNTY OF WEBB §

BEFORE ME, the undersigned authority, on this day personally appeared ROLANDO REYES KURI, Member of RZ REAL ESTATE, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, on behalf of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14 day of October, 2008.

Venessa C. Nunez



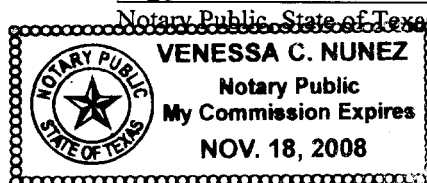
STATE OF TEXAS §

COUNTY OF WEBB §

BEFORE ME, the undersigned authority, on this day personally appeared HUMBERTO ZESATI ANDRADE, Member of RZ REAL ESTATE, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, on behalf of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14 day of October, 2008.

Venessa C. Nunez



STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on the 14 day of October, 2008 by Leroy Morin, Vice President, for Texas Community Bank, N.A., a National Banking Association, on behalf of said Association.

Venessa C. Nunez
Notary Public, State of Texas

