

FIRST AMENDMENT TO BUSINESS LOAN AGREEMENT

Borrower: VEXT SCIENCE, INC.; NEW GEN ELOY, LLC; NEW GEN PHX, LLC; NEW GEN HOLDINGS, INC.; NEW GEN REAL ESTATE SERVICES, LLC; and NEW GEN PV, LLC
4215 N. 40th Avenue,
Phoenix, Arizona, 85019, USA

Lender: East West Bank
Loan Servicing Department
9300 Flair Drive, 6th Floor
El Monte, CA 91731

THIS FIRST AMENDMENT ("Amendment") TO THE BUSINESS LOAN AGREEMENT, dated June 28, 2022 ("Agreement"), is made and executed on this 28th day of October, 2022, between VEXT SCIENCE, INC.; NEW GEN ELOY, LLC; NEW GEN PHX, LLC; NEW GEN HOLDINGS, INC.; NEW GEN REAL ESTATE SERVICES, LLC; and NEW GEN PV, LLC ("Borrower") and East West Bank ("Lender") on the following terms and conditions. Capitalized terms not otherwise defined herein have the meaning given to them in the Agreement.

EFFECTIVE DATE. This Amendment shall be effective as of October 28th, 2022 and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate the Agreement.

AUTHORITY. Pursuant to the amendment terms of the Agreement, the parties may amend this Agreement in a written instrument signed by the party or parties sought to be charged or bound by the amendment.

AMENDMENTS. The parties agree that the following sections and terms are hereby amended and restated as follows:

The DEFINITION of "Collateral" is hereby amended to read as follows:

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a Security Interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest or Financial Contract whatsoever, whether created by law, contract, or otherwise. For the avoidance of doubt, the definition of "Collateral" for purposes of this Agreement and other related Loan documents shall exclude all assets, property, or acquisitions subject to or that consists of the Excluded Security from the Ohio Secured Loan and applicable Permitted Secured Debt.

The DEFINITION of "Indebtedness" is hereby amended to read as follows:

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents, including any obligations related to any Financial Contract.

The DEFINITION of "Note" is hereby amended to read as follows:

Note. The word "Note" means the Promissory Note dated June 28, 2022, and executed by VEXT SCIENCE, INC.; NEW GEN ELOY, LLC; NEW GEN PHX, LLC; NEW GEN HOLDINGS, INC.; NEW GEN REAL ESTATE SERVICES, LLC; and NEW GEN PV, LLC, as amended by that certain Change in Terms Agreement, dated October 28th, 2022, in the principal amount of \$17,098,528.19 together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Note or Agreement.

The DEFINITION of "Related Documents" is hereby amended to read as follows:

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, Interest Rate Derivative Documentation, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

The following DEFINITIONS are hereby added to and incorporated within the Agreement:

Financial Contract. The words "Financial Contract" mean (1) an agreement (including terms and conditions incorporated by reference therein) which is a rate swap agreement, basis swap, forward rate agreement, commodity swap, commodity option, equity or equity index swap, bond option, interest rate option, foreign exchange agreement, rate cap agreement, rate floor agreement, rate collar agreement, currency swap agreement, cross-currency rate swap agreement, currency option, any other similar agreement (including any option to enter into any of the foregoing); or (2) any combination of the foregoing.

Interest Rate Derivative Documentation. The words "Interest Rate Derivative Documentation" mean each trade confirmation, and the international swaps and derivative association master and schedule agreement executed in connection with the Indebtedness.

GOVERNING LAW. This Amendment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Amendment has been accepted by Lender in the State of California.

RATIFICATION. Except as otherwise provided in this Amendment, the parties acknowledge and agree that the terms of the Agreement remain in full force and effect and are hereby ratified in its entirety.

COUNTERPARTS. The parties may execute this Amendment in any number of counterparts, each of which will be deemed an original, but all of which taken together constitutes one single Agreement between the parties.

COMPLETE AGREEMENT. This Amendment contains all the additional terms and conditions agreed upon by the parties and supplements the Agreement, thereby superseding all other agreements, oral or otherwise, regarding the Agreement:

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS FIRST AMENDMENT TO THE BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS AMENDMENT IS DATED OCTOBER 28, 2022.

BORROWER:

VEXT SCIENCE, INC.

By: (s) "Eric Offenberger"
ERIC OFFENBERGER, CEO of VEXT SCIENCE, INC.

NEW GEN ELOY, LLC

By: NEW GEN HOLDINGS, INC., Member of NEW GEN ELOY, LLC

By: VEXT SCIENCE, INC., Shareholder of NEW GEN HOLDINGS, INC.

By: (s) "Eric Offenberger"
ERIC OFFENBERGER, CEO of VEXT SCIENCE, INC.

NEW GEN PHX, LLC

By: NEW GEN HOLDINGS, INC., Member of NEW GEN PHX, LLC

By: VEXT SCIENCE, INC., Shareholder of NEW GEN HOLDINGS, INC.

By: (s) "Eric Offenberger"
ERIC OFFENBERGER, CEO of VEXT SCIENCE, INC.

NEW GEN HOLDINGS, INC.

By: VEXT SCIENCE, INC., Shareholder of NEW GEN HOLDINGS INC.

By: (s) "Eric Offenberger"
ERIC OFFENBERGER, CEO of VEXTSCIENCE, INC.

NEW GEN REAL ESTATE SERVICES, LLC

By: NEW GEN HOLDINGS, INC., Member of NEW GEN REAL ESTATE SERVICES, LLC

By: VEXT SCIENCE, INC., Shareholder of NEW GEN HOLDINGS, INC.

By (s) "Eric Offenberger"
ERIC OFFENBERGER, CEO of VEXT SCIENCE, INC.

NEW GEN PV, LLC

By: NEW GEN HOLDINGS, INC., Member of NEW GEN PV, LLC

By: VEXT SCIENCE, INC., Shareholder of NEW GEN HOLDINGS, INC.

By: (s) "Eric Offenberger"
ERIC OFFENBERGER, CEO of VEXT SCIENCE, INC.

LENDER:

EAST WEST BANK

By: Authorized Signatory