

OFFICIAL RECORD

Requested By:

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WINTERS

Douglas County - NV

Werner Christen - Recorder

Page: 1 Of 20 Fee: 33.00

BK-0708 PG-4502 RPTT: 0.00



APN: 1220-03-310-030

RECORDATION REQUESTED BY:

Bob Sedlmayr
✓ 1519 Glenwood Drive
Gardnerville, NV 89410

WHEN RECORDED MAIL TO:

same

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

The undersigned affirms that this document does not contain the social security number of any person. (NRS 239B.030).

DEED OF TRUST, SECURITY AGREEMENT,
FINANCING STATEMENT AND FIXTURE FILING (with Assignment Rents)

This Deed of Trust, Security Agreement, Financing Statement and Fixture Filing (with Assignment of Rents) (this "Deed of Trust") is made as of July 21, 2008, by Bob's Performance Center, Inc., a Nevada Corporation ("Trustor") whose address is 1417 Industrial Way, Gardnerville, NV 89410, to Stewart Title Company (the "Trustee"), whose address is 111 S. Proctor, Carson City, NV 89701, for the benefit of Bob Sedlmayr, an unmarried man, his successors and assigns ("Beneficiary"), whose address is 1519 Glenwood Drive, Gardnerville, NV 89410.

This Deed of Trust is given, inter alia, for the purpose of securing a loan (the "Loan") from Beneficiary, as lender, to Trustor, as borrower, the proceeds of which are to be used, inter alia, for the purpose of financing the sale of Bob's Performance Center, Inc., including the real property located in the County of Douglas, State of Nevada, more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the "Premises").

By this Deed of Trust, Trustor, to secure the indebtedness and obligations hereinafter described, does hereby GRANT, TRANSFER BARGAIN, SELL, ASSIGN and CONVEY unto Trustee, in trust with power of sale and right of entry and possession, all right, title and interest of Trustor in and to the Premises, and grants to Beneficiary a security interest in the Personal Property (below defined);

TOGETHER WITH all of Trustor's right, title and interest in and to the following, whether now owned or hereafter acquired by Trustor; (a) all improvements now or hereafter attached to or placed, erected, constructed or developed on the Premises (the "Improvements"); (b) all equipment, fixtures furnishings, inventory and articles of personal property (the "Personal

Property" owned by Trustor 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 Premises or Improvements; (c) all water and water rights, timber, crops, and mineral interests pertaining to the Premises; (d) all building materials and equipment owned by Trustor and now or hereafter delivered to and intended to be installed in or on the Premises or the Improvements; (e) all plans and specifications owned by Trustor for the Improvements or the Personal Property; (g) all deposits (including tenants' security deposits and customer 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 Premises, the Improvements or the Personal Property; (h) all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Premises, the Improvements and the Personal Property; (i) all proceeds arising from or by virtue of the sale, lease or other disposition of the Premises, the Improvements or the Personal Property; (j) all proceeds (including premium refunds) of each policy of insurance relating the Premises, the Improvements or the Personal Property; (k) all proceeds from the taking of the Premises, 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; (l) all right, title and interest of Trustor 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 Premises; (m) all of the leases (collectively, the "Leases"), rents, royalties, bonuses, issues, profits, revenues or other benefits of the Premises, the Improvements or the Personal Property, but expressly excluding Security deposits held by Trustor until such time as such security deposits become the property of Trustor (collectively the "Rents"); (n) all consumer goods owned by Trustor and located in, on or about the Premises or the Improvements or used in connection with the use or operation thereof, (o) all rights, hereditaments and appurtenances pertaining to the foregoing; and (p) other interests of every kind and character that Trustor now has or at any time hereafter acquires in and to the Premises, 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 Trustor 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 Trustor in the Premises. The above-described property is collectively referred to herein as the "Trust Estate."

The personal property in which Beneficiary has a security interest includes goods which are or shall become fixtures on the Premises. This Deed of Trust is intended to serve as a fixture filing pursuant to the terms of the Nevada Uniform Commercial Code. This filing is to be recorded in the real estate records of the county in which the Premises is located. In that regard, the following information is provided:

Name of Debtor: Bob's Performance Center, Inc. A Nevada corporation

Address of Debtor: 1417 Industrial Way, Gardnerville, NV 894120

Name of Secured Party: Bob Sedlmayr

Address of Secured Party: 1519 Glenwood Drive, Gardnerville, Nevada 89410

Trustor warrants and agrees that there is no financing statement covering the foregoing collateral, the Trust Estate or any part thereof, on file in any public office, except for those in favor of Beneficiary and those to be released upon the recordation hereof.

TO HAVE AND TO HOLD the Trust Estate, together with the rights, privileges and appurtenances thereto belonging, unto the Trustee and its substitutes or successors, forever, and Trustor hereby binds itself itself and its successors and assigns to warrant and forever defend the Trust Estate unto the Trustee, its substitute or successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof.

FOR THE PURPOSE OF SECURING:

(a) payment of indebtedness in the total principal amount of up to Four Hundred Thousand and No/100 Dollars (\$400,000.00), with interest thereon evidenced by those two certain Promissory Notes of even date herewith in the principal amounts of One Hundred Fifty Thousand and No/100 Dollars as it may be modified, amended, or replaced from time to time in accordance with its terms (the "First Note"), and of Two Hundred Thousand and No/100 Dollars (\$200,000.00) (the "Second Note") as it may be modified, amended, or replaced from time to time (collectively referred to as "Notes"), in favor of Beneficiary, pursuant to that certain Stock Purchase Agreement between and among Tom Nelson (Purchaser), Beneficiary and Trustor of even date herewith (the "Agreement"), which Notes and any and all modifications, extensions, renewals and replacements thereof are by this reference hereby made a part hereof,

(b) performance of every obligation, covenant or agreement of Trustor contained herein and in the Note or the Agreement or any other documents executed in conjunction therewith and all supplements, amendments and modifications thereto and all extensions and renewals thereof;

(c) performance of every obligation, covenant and agreement of Trustor contained in any agreement now or hereafter executed by Trustor which recites that the obligations thereunder are secured by this Deed of Trust; and

(d) substantial compliance with and performance of each and every material provision of any declaration of covenants, conditions and restrictions pertaining to the Trust Estate or any portion thereof.

This Deed of Trust, the Notes, the Agreement and any other deeds of trust, mortgages,



agreements guaranties or other instruments given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be collectively referred to as the "Sale Documents". All initially capitalized terms used and not otherwise defined in this Deed of Trust shall have the same meaning herein as given to such terms in the Notes or the Agreement.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE I
COVENANTS AND AGREEMENTS OF TRUSTOR

1.01 Payment of Secured Obligations. Trustor shall pay when due the principal of and the interest on the indebtedness evidenced by the Notes; all charges, fees and other sums as provided in the Agreement ; the principal of and interest on any future advances secured by this Deed of Trust; and the principal of and interest on any other indebtedness secured by this Deed of Trust.

1.02 Maintenance of Trust Estate. Except as may be contemplated under the Agreement, no portion of the Trust Estate shall be altered, removed or demolished, severed, removed, sold or mortgaged, without the prior written consent of Beneficiary. In the event of the demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered by this Deed of Trust, the same shall be replaced promptly by similar fixtures, chattels and articles of personal property at least equal in value, quality and condition to those replaced, free from any other security interest therein, encumbrances thereon or reservation of title thereto. Trustor shall promptly repair, restore or rebuild any building or other improvement or any part thereof now or hereafter situated on the Premises that may become damaged or be destroyed whether or not proceeds of insurance are sufficient for such purpose. Any such building or other improvement or any part thereof shall be repaired, restored or rebuilt so as to be of at least equal value and of substantially the same character as prior to such damage or destruction.

Trustor further agrees not to permit, commit or suffer any waste, impairment or deterioration of the Trust Estate or any part thereof, to keep and maintain the Trust Estate and every part thereof in good repair and condition, to effect such repairs as Beneficiary may reasonably require, and, from time to time, to make all necessary and proper replacements thereof and additions thereto so that the Premises and such buildings, other improvements, fixtures, chattels and articles of personal property will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed.

1.03. Compliance with Laws. Trustor shall: (I) comply in all material respects with all statutes, ordinances, regulations, rules, orders decrees and other requirements relating to the Trust Estate, or any part thereof, by any federal, state or local authority, including, without limitation, the Americans with Disabilities Act of 1990, and (ii) observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, with limitation, zoning variances, special exceptions, and nonconforming uses),



privileges, franchises, and concessions that are applicable to the Trust Estate or that have been granted to or contracted for by Trustor in connection with any existing or presently contemplated use of the Trust Estate or any part thereof. Trustor shall not initiate or acquiesce in any changes to or termination of any of the foregoing or of zoning design actions affecting the use of the Trust Estate or any part thereof without the prior written consent of Beneficiary.

1.04 Insurance.

(a) Hazard.

(i) Trustor agrees to maintain insurance against loss or damage to the building and all improvements and betterments on the Trust Estate ("Loss"), in such amounts and with such limits as required in the Agreement.

(ii) In case of any Loss, Trustor shall immediately give Beneficiary and the insurance companies that have insured against such risks, notice of such Loss and Trustor is authorized, with Beneficiary's prior written consent, which shall be granted in Beneficiary's sole but reasonable discretion, to settle and adjust any claim under insurance policies which insure against such risks. Notwithstanding the foregoing, in the event of a total casualty or in the event of an Event of Default shall have occurred hereunder or under any of the Agreement, Beneficiary (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is, subject to the provisions hereof, hereby authorized to either: (1) settle, adjust or compromise any claim under any insurance policies and Beneficiary shall act in its sole and absolute discretion without the consent of Trustor; or (2) allow Trustor to settle, adjust or compromise any claims for Loss with the insurance company or companies on the amount to be paid upon the Loss. In all cases Beneficiary is authorized to collect and receipt for any such insurance proceeds and the expenses incurred by Beneficiary in the adjustment and collection of insurance proceeds shall be such additional indebtedness secured hereby and shall be reimbursed to Beneficiary upon demand with interest thereon at the Default Interest Rate or may be deducted by Beneficiary from said insurance proceeds prior to any other application thereof; provided in event the proceeds of such insurance are in an amount less than \$25,000, Trustor and Beneficiary agree that such amounts may be held by Trustor.

The insurance proceeds shall be made available to Trustor to repair and restore the Trust Estate if, and only if, all of the following conditions are satisfied:

(A) no Event of Default shall have occurred hereunder or under the Notes and Agreement;

(B) the insurance proceeds shall, in Beneficiary's sole but reasonable judgment, be sufficient to complete the repair and restoration of the buildings, structures and other improvements on the Premises to an architectural and economic unit of substantially the same character and the same value as existed immediately prior to such casualty, or, if Beneficiary shall determine, in its sole but reasonable discretion, that the insurance proceeds are insufficient, Trustor shall have deposited with Beneficiary the amount of the deficiency in cash within fifteen (15) days after Beneficiary's demand therefor;

(C) after such repair or restoration, the Trust Estate shall, in Beneficiary's sole but reasonable judgment, adequately secure the outstanding balance of the loan; and

(D) the insurers do not deny liability to the insureds.

In all other cases, the insurance proceeds may, at the option of Beneficiary, be applied in the reduction of the indebtedness secured hereby, whether due or not, without premium or penalty, in such order as Beneficiary shall determine in its sole and absolute discretion, or be held by Beneficiary and use to reimburse Trustor for the cost of rebuilding or restoring buildings or improvements on the Premises.

Nothing contained in this Deed of Trust shall create any responsibility or obligation on Beneficiary to collect any amount owing on any insurance policy, to rebuild, repair or replace any damaged or destroyed portion of the Trust Estate, or to perform any act hereunder.

(iii) Upon Trustor's request, and provided all of the conditions of the second paragraph of Section 1.04A(ii) have been satisfied or upon Beneficiary's election to apply such insurance proceeds toward repairing, restoring, and rebuilding such improvements, such insurance proceeds shall be made available therefor, by Beneficiary, or such other depository designated by Beneficiary, from time to time, to Trustor or at Beneficiary's option directly to contractors, subcontractors, material suppliers and other persons entitled to payment in accordance with and subject to such conditions to disbursement as Beneficiary may impose to ensure that the work is fully completed in a good and workmanlike manner and paid for and that no liens or claims arise by reason thereof, provided that Beneficiary is furnished with evidence reasonably satisfactory to Beneficiary of the estimated cost such repairs, restoration and rebuilding and with architect's and other certificates, waivers of lien, contractors' sworn statements, and other evidence of the estimated cost thereof and of payments as Beneficiary may require and approve in his sole and absolute discretion. In addition to the foregoing, if the estimated cost of the work exceeds twenty-five percent (25%) of the original principal amount of the indebtedness secured hereby, Trustor shall also deliver to Beneficiary for his prior approval evidence satisfactory to Beneficiary in his sole and absolute discretion that the appraised value of the Trust Estate after such work will not be less than its appraised value established in the Agreement and all plans and specifications for such repairs, restoration and rebuilding as Beneficiary may require and approve in his sole but reasonable discretion. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of the repair, restoration or rebuilding work performed, from time time, and at all times the undisbursed balance of such proceeds remaining in the custody or control of Beneficiary shall be, in Beneficiary's sole but reasonable discretion, at least sufficient to pay for the cost of completion of the work, free and clear of any liens. Beneficiary may, at any time after the occurrence of an Event of Default hereunder, and in his sole and absolute discretion, procure and substitute for any and all of the insurance policies so held as aforesaid, such other policies of insurance in such amounts and carried in such companies as Beneficiary may select. Beneficiary may commingle any such funds held by it hereunder and shall not be obligated to pay any interest with respect to any such funds held by or on behalf of Beneficiary.

(b) Liability. Trustor shall carry and maintain commercial general liability insurance against bodily injury, death and property damage as required in the Agreement.

(c) Flood Area. If the Premises are now or hereafter located in an area which has been identified by the Secretary of Housing and Urban Development as a flood hazard area and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (the "Act"), Trustor, at its sole cost and expense shall keep the Premises insured by flood insurance in an amount not less than the maximum limit of coverage available under the Act, or the amounts due in the Notes, whichever is less.

(d) Worker's Compensation. Evidence of worker's compensation insurance covering all persons working on or about the Trust Estate and death, injury and/or property damage occurring on or about the Trust Estate or resulting from activity therefrom, with liability insurance limits for death of or injury to persons and/or to property of the amounts required in the Agreement.

(e) Other Insurance. Trustor shall obtain such other insurance as required pursuant to the terms of the Agreement.

1.05 Indemnification: Waiver of Offset.

(a) If Beneficiary, for no specific act or failure to act on its part, is made a party to any litigation concerning the Notes, this Deed of Trust, the Agreement, the Trust Estate or an part thereof or interest therein, or the occupancy of the Trust Estate by Trustor, then Trustor shall indemnify, defend and hold Beneficiary harmless from all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Beneficiary as a result of any such litigation, whether or not any such litigation is prosecuted to judgment. Beneficiary may employ an attorney or attorneys to protect his rights hereunder, and in the event of such employment following any breach by Trustor, Trustor shall pay Beneficiary reasonable attorneys' fees and expenses incurred by Beneficiary, whether or not an action is actually commenced against Trustor by reason of its breach. Notwithstanding anything contained herein to the contrary, the foregoing indemnity shall not apply to matters resulting from the gross negligence or willful misconduct of any indemnified parties.

(b) Trustor waives any and all right to claim or recover against Beneficiary, his officers, employees, agents and representatives, for loss of or damage to Trustor, the Trust Estate, Trustor's property or the property of others under Trustor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust.

(c) All sums payable by Trustor pursuant to this Deed of Trust shall be paid without notice, demand, counterclaim, setoff, deduction, or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; (ii) any restriction or prevention of or interference any third party with



any use of the Trust Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Premises or the Improvements or part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding, or (v) any claim which Trustor has or might have against Beneficiary; whether or not Trustor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Trustor waives all rights now or hereafter covered by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Trustor.

1.06. Taxes and Impositions

(a) Trustor shall pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever including, without limitation, nongovernmental levies or assessments such as maintenance charges, levies or charges resulting from covenants, conditions and restrictions affecting the Trust Estate, which are assessed or imposed upon the Trust Estate, or become due and payable, and which create, may create or appear to create a lien upon the Trust Estate, or any part thereof, or upon any property, equipment or other facility used in the operation or maintenance thereof (all the above shall collectively be hereinafter referred to as "Impositions"); provided, however, that if, by law any such Imposition is payable or may at the option of the taxpayer be paid, in installments, Trustor may pay the same or cause it to be paid, together with any accrued interest on the unpaid balance of such Imposition, in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

(b) If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by Trustor pursuant to Section 1.06(a), or (ii) a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in Section 1.06(a) and Trustor shall pay and discharge the same as herein provide with respect to the payment of Impositions. If Trustor fails to pay such Impositions prior to delinquency, Beneficiary may at his option declare all obligations secured hereby together with all accrued interest thereon, immediately due and payable. Anything to the contrary herein notwithstanding, Trustor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligation secured hereby.

(c) Subject to the provisions of Section 1.06(d) and upon request by Beneficiary, Trustor shall deliver to Beneficiary within thirty (30) days after the last date prior to delinquency for payment of any such imposition official receipts of the appropriate taxing authority, or other proof satisfactory to Beneficiary, evidencing the payment thereof.

(d) Trustor shall have the right before any delinquency occurs to contest or object to



the amount or validity of any Imposition by appropriate proceedings, but such right shall not be deemed or construed in any way as relieving, modifying or extending Trustor's covenant to pay any such Imposition at the time and in the manner provided in this Section 1.06, unless Trustor has given prior written notice to Beneficiary of Trustor's intent to so contest or object to an Imposition, and unless, at Beneficiary's sole option, (i) Trustor shall demonstrate to Beneficiary's reasonable satisfaction that the proceedings to be initiated by Trustor shall conclusively operate to event the sale of the Trust Estate, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings; or (ii) Trustor shall furnish a good and sufficient bond or surety as requested by and satisfactory to Beneficiary; or (i ii) Trustor shall demonstrate to Beneficiary's satisfaction that Trustor has provided a good and sufficient undertaking as may be required or permitted by to accomplish a stay of any such sale.

1.07 Utilities. Trustor shall pay or shall cause to be paid prior to delinquency all utility charges which are incurred by Trustor for the benefit of the Trust Estate or which may become a charge or lien against the Trust Estate for gas, electricity, water or sewer services furnished to the Trust Estate and all other assessments or charges of a similar nature, whether public or private, affecting or related to the Trust Estate or any portion thereof, whether or not such taxes, assessments or charges are or may become liens thereon.

1.08 Actions Affecting Trust Estate. Trustor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and shall pay all costs and expenses, including the cost of evidence of title and reasonable attorneys' fees and costs, in any such action or proceeding in which Beneficiary or Trustee may appear.

1.09 Actions By Trustee or Beneficiary to Preserve Trust Estate. After the occurrence and during the continuance of an Event of Default which remains uncured after any applicable cure period, Beneficiary and/or Trustee, each in its own discretion, without obligation to do so, without releasing Trustor from any obligation, and without notice to or demand upon Trustor, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. In connection therewith (without limiting their general powers, whether conferred herein, in the Notes or Agreement or by law), Beneficiary and Trustee shall have and are hereby given the right, but not the obligation, (i) to enter upon and take possession of the Trust Estate; (ii) to make additions, alterations, repairs and improvements to the Trust Estate which they or either of them may consider necessary or proper to keep the Trust Estate in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Beneficiary or Trustee; (iv) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of either may affect or appears to affect the security of this Deed of Trust or be prior or superior hereto; and (v) in exercising such powers, to pay necessary expenses, including the employment of counsel or other necessary or desirable consultants. Trustor shall, within fifteen (15) days of demand therefore by Beneficiary and Trustee or any of them, pay to Beneficiary and Trustee an amount equal to all reasonable costs and expenses incurred by them in connection with the exercise by either Beneficiary or Trustee or both of the foregoing rights, including, without limitation, costs of evidence of title, court

costs appraisals, surveys and receiver's, trustee's and attorneys' fees and costs, together with interest thereon from the date of such expenditures at a reasonable rate.

1.10 Full Performance Required; Survival of Warranties. All representations, warranties and covenants of Trustor contained in the Agreement executed by Trustor and Purchaser in connection with the Notes secured hereby or contained in the Agreement or incorporated by reference herein, shall survive the execution and delivery of this Deed of Trust and shall remain continuing obligations, warranties and representations of Trustor and Purchaser so long as any portion of the obligations secured by this Deed of Trust remain outstanding.

1.11 Eminent Domain. Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such monies received by him in the same manner and with the same effect as herein provided for disposition of proceeds of insurance.

1.12 Additional Security. No other security now existing, or hereafter taken, to secure the obligations secured hereby shall be impaired or affected by the execution of this Deed of Trust; and all additional security shall be taken, considered and held as cumulative. The taking of additional security, execution of partial releases of the security or any extension of the time of payment of the indebtedness shall not diminish the force, effect or lien of this Deed of Trust and shall not affect or impair the liability of any maker, surety, guarantor or endorser for the payment of said indebtedness. In the event Beneficiary at time holds additional security for any of the obligations secured hereby he may enforce the sale thereof or otherwise realize upon the same, at his option, either before, concurrently, or after a sale is made hereunder.

1.13 Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, substitute a successor or successors to any Trustee named herein or acting hereunder, and said successor shall, without conveyance from the Trustee predecessor, succeed to all title estate, rights, powers and duties of said predecessor.

1.14 Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Notes, whether or not named as Beneficiary herein.

1.15 Inspections. Upon not less than one (1) Business Day's prior notice to Trustor, Beneficiary, or his agents, representatives, or workers are authorized to enter at any reasonable time during business hours upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform hereunder or under the terms of the Agreement.

1.16 Liens. Trustor shall pay and promptly discharge, at Trustor's cost and expense, all monetary liens, encumbrances and charges upon the Trust Estate, or any part thereof or

interest therein; provide that Trustor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge in accordance with Section 1.05(d) hereof or provided that the Trustor has furnished sufficient additional collateral to the Beneficiary in its sole and absolute discretion. If Trustor shall fail to remove and discharge any such lien, encumbrance or charge as required hereby, 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, encumbrance or charge by depositing in a court a bond for the amount claimed or otherwise giving security for such claim, or by procuring such discharge in such manner as is or may be prescribed by law. Trustor shall, within fifteen (15) days after demand therefor by Beneficiary, pay to Beneficiary an amount equal to all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing right to discharge any such lien, encumbrance or charge, including reasonable attorneys' fees, together with interest thereon from the date such expenditure at the Default Interest Rate.

1.17 Trade Names. At the request of Beneficiary, Trustor shall execute a certificate in form satisfactory to Beneficiary listing the trade names or fictitious business names under which it intends to operate the Trust Estate or any business located thereon and representing and warranting that Trustor does business under no other trade names or fictitious business names with respect to the Trust Estate. Trustor shall immediately notify Beneficiary in writing of any change in said trade names or fictitious business names, and will, upon request of Beneficiary, execute any additional financing statement and other certificate necessary to reflect the change in trade names or fictitious business names.

ARTICLE II ABSOLUTE ASSIGNMENT OF RENTS, ISSUES AND PROFITS

2.01 Assignment to Trustee. Trustor hereby absolutely assigns, transfers and sets over to Beneficiary, its successors and assigns, all of the right, title and interest of Trustor in, to and under any and all Leases, together with all the Rents of the Trust Estate, and hereby gives to and confers upon Beneficiary the right, power and authority to collect such Rents. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at th option of Beneficiary at any time and from time to time upon and during the occurrence of any Event of Default, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Trustor, Trustee or Beneficiary, for all such Rents, issues and profits and apply the same to the indebtedness secured hereby. Upon request of Beneficiary, Trustor shall execute and deliver to Beneficiary, in recordable form, a specific assignment of any Lease, now or hereafter affecting the Trust Estate or any portion thereof, to further evidence the assignment hereby made. This assignment is made and shall remain in full force and effect until (i) the payment in full of all principal and interest on the Notes and (ii) the performance and observance by Trustor of all of the liens, covenants and conditions to be performed or observed by Trustor under the Notes, this Deed of Trust and the Agreement.

Notwithstanding the foregoing provisions establishing a present and absolute transfer and assignment of the Leases and the Rets so long as no Event of Default shall have occurred and be continuing under the Notes, this Deed of Trust or the Agreement, Trustor shall have the right and

license to occupy the Premises as Landlord or otherwise and to collect, use and enjoy the Rents under and by virtue of any Lease, but only as the same become due under the provisions of such Lease, and to enforce the covenants of such Lease; provided, however, that to the extent of installments then due on the Notes and the expenses of operating the Premises then due and payable, all such sums shall be received by Trustor in trust for the benefit of Beneficiary conditioned upon application to such Note installments and operating expense.

2.02 Election of Remedies. Upon the occurrence of and during the continuance of any Event of Default hereunder Beneficiary may, at his option, exercise (or cause the Trustee to exercise) its rights hereunder including, without limitation, the right to terminate the right and license granted to Trustor hereunder. If Beneficiary elects to exercise his rights hereunder, Beneficiary or Trustee may, any time without notice, either in person, by agent or by a receiver appointed by a court, enter upon and take possession of all or any portion of the Trust Estate, enforce all Leases, collect all Rents, including those past due and unpaid, and apply the same, to the costs and expenses of operation and collection, including, without limitation, attorneys' fees and costs, and to any indebtedness then secured hereby, and in such order as Beneficiary may determine. In connection with the exercise by Beneficiary of his rights hereunder, Trustor agrees that Beneficiary shall have the right to specifically enforce such rights and to obtain the appointment of receiver in accordance with the provision of Section 3.05 hereof without regard to the value of the Trust Estate or the adequacy of any security for the obligations then secured hereby. The collection of such Rents or the entering upon and taking possession of the Trust Estate, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default, or be deemed or construed to make Beneficiary a mortgagee-in-possession of the Trust Estate or any portion thereof.

ARTICLE III REMEDIES UPON DEFAULT

3.01 Events of Default. Each of the following events shall constitute a default ("Event of Default") under this Deed of Trust:

(a) Failure of Trustor to pay when due any sum secured hereby, including, but not limited to, any installment of principal or interest or both thereon beyond any applicable cure period;

(b) Failure of Trustor to perform or observe any other covenant, warranty or other provision contained in this Deed of Trust not otherwise covered in any of the other provisions of this Paragraph 3.01; provided, if such default is capable of being cured, Trustor shall have a period of thirty (30) days after the date on which notice of the nature of such failure is given by Beneficiary to Trustor to cure such default; provided, if such failure is by its nature capable of being cured but cannot be cured within said thirty (30) day period and Trustor diligently commences and prosecutes such cure during said thirty (30) day period, Trustor shall have an additional sixty (60) days to cure such default, but in no event shall the period to cure any such default exceed ninety (90) days after the date Beneficiary's notice is given to Trustor;

(c) The occurrence of any default or event default under the terms of the Agreement after the expiration of the applicable notice and grace period, if any.

3.02 Acceleration Upon Default, Additional Remedies. Upon the occurrence and during the continuance of an Event of Default, Beneficiary may, at his option, declare all indebtedness secured hereby to be immediately due and payable without any presentment, demand, protest or notice of any kind, and Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in his own name or in the name of Trustee, and do any acts which it deems reasonably necessary to preserve the value, marketability or rentability of the Trust Estate, or any part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less reasonable costs and expenses of operation and collection including, without limitation, reasonable attorneys' fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of all or any portion of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in the Agreement or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of the County in which the Trust Estate is located; or

(d) Exercise all other rights and remedies provided herein, in the Agreement or other document or agreement now or hereafter securing all or any portion of the obligations secured hereby or by law.

3.03 Foreclosure By Power of Sale. Beneficiary may require the Trustee to sell all or part of the Premises, at public auction, to the highest bidder, for cash, at the county courthouse of Douglas County, Nevada, or at an office of Trustee in such county, in which case Beneficiary shall deliver to Trust a written declaration of default and demand for sale and a written notice of default and of election to cause the Premises to be sold, which notice Trustee shall serve upon such persons as and in the manner as required by applicable law and shall cause to be duly filed for record in the Official Records of Douglas County, Nevada. Beneficiary also shall deposit with



Trustee this Deed of Trust, the Notes and such receipts and evidence of expenditures made and secured hereby as Trustee may require, and after notice of sale having been given and advertised as then required by law and after lapse of such time as may then be required by law after recordation of such notice of sale and advertisement thereof, Trustee shall sell the Premises at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee, at the direction of Beneficiary, may postpone sale of all or any portion of the Premises by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser at such sale its deed or deeds conveying the Premises, or any portion thereof, so sold, but without any covenant or warranty, express or implied. The recitals in such deed or deeds of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at such sale. In no event shall Trustee be required to exhibit, present or display at any such sale any of the Personal Property to be sold at such sale. 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 secured hereunder, discharging first that portion of the indebtedness secure hereunder 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 therefore, and such purchaser shall not be responsible for the application thereof. The sale or sales by Trustee of less than the whole of the Premises 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 Premises shall be sold; and if the proceeds of such sale or sales of less the whole of the Premises shall be less than the aggregate of the indebtedness secure hereunder and the expenses thereof, this Deed of Trust and the lien, security interest and assignment thereof shall remain in full force and effect as to the unsold portion of the Premises, just as though no sale or sales had been made; provided, however, that Trustor shall never have any right to require the sale or sales of less than the whole of the Premises, but Beneficiary shall have the right, at his sole election, to request Trustee to sell less than the whole of the Premises. 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 unmaturing part of the indebtedness; and it is agreed that such sale, if so made, shall not in any manner affect the unmaturing part of the indebtedness, but as to such unmaturing part this Deed of Trust shall remain in full force and effect as though no sale ah been made under the provisions of this paragraph. Several sales may be made hereunder without exhausting the right of sale for any unmaturing part of the indebtedness. At such sale (1) Trustor hereby agrees, on its behalf and on 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 indemnity 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 things 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 are without further question to be so accepted, and Trustor 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 Premises 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 Premises at any trustee's or foreclosure sale hereunder, and the amount of Beneficiary's successful bid may be credited on the indebtedness.

3.04 Personal Property. Upon the occurrence of an Event of Default and the continuation thereof, Beneficiary may proceed in any sequence; (i) to exercise his rights hereunder with respect to all or any portion of the Trust Estate and all or any portion of the collateral; and (ii) to exercise his rights under this Deed of Trust with respect to all or any portion of the collateral in accordance with the provisions of the Nevada Uniform Commercial Code Secured Transactions, including, without limitation, the right to advertise for and cause Trustee to conduct the sale of the Personal Property in the same manner as the Premises as provided in NRS 104.9604.

3.05 Appointment of Receiver. Upon the occurrence of an Event of Default hereunder, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the the value of the then value of the Trust Estate or the adequacy of any security for the obligations then secured hereby, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and, except to the extent that Trustor is entitled to withhold consent or receive notice by law, Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided herein and shall continue as such and exercise all such powers until the later of (i) the date of confirmation of sale of the Trust Estate; (ii) the disbursement of all proceeds of the Trust Estate collected by such receiver and the payment of all expenses incurred in connection therewith; or (iii) the termination of such receivership with the consent of Beneficiary or pursuant to an order of a court of competent jurisdiction.

3.06 Remedies Not Exclusive. Subject to applicable law, Trustee and Beneficiary, and each of them shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under the Agreement or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or

pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by the Agreement to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies.

3.07 Waiver of Nevada One Action Rule. Trustor hereby expressly waives any and all rights under the One Action Rule (NRS 40.430) as well as any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Deed of Trust, it being the intent hereof that any and all such rights of reinstatement and redemption of Trustor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of NRS 40.495, or other applicable law or replacement statutes. Trustor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power, or remedy herein or otherwise granted or delegated to the Beneficiary, but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted.

3.08 Nevada Law. Notwithstanding anything to the contrary contained in this Deed of Trust, if any provision of this Deed of Trust shall be inconsistent with any provision of the Nevada laws relating to Deeds of Trust (the "Nevada Act"), provisions of the Nevada Act shall take precedence over the provisions of this Deed of Trust, but shall not invalidate or render unenforceable any other provision of this Deed of Trust that can be construed in a manner consistent with the Nevada Act. If any provision of This Deed of Trust shall grant to Trustee or Beneficiary or a receiver appointed pursuant to this Deed of Trust any powers, rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in Beneficiary or in such receiver under the Nevada Act in the absence said provision, Beneficiary and such receiver shall be vested with the power, rights and remedies granted in the Nevada Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Beneficiary, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Deed of Trust shall be added to the indebtedness secured hereby.

ARTICLE IV FIXTURES

4.01 Financing Statement and Fixture Filing. This Deed of Trust constitutes a financing statement filed as fixture filing in the Official Records of the County Recorder of the county in



which the Premises is located with respect to any and all Fixtures (as hereinafter defined) included with the term "Improvements" as used herein and with respect to any goods, collateral or other personal property that may now be or hereafter become Fixtures. As used herein, the term "Fixtures" shall mean all fixtures located upon or within the Improvements or now or hereafter installed in, or used in connection with any of the Improvements, including, but not limited to, any and all partitions, screens, awnings, motors, engines, boilers, furnaces, pipes, plumbing, elevators, cleaning and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, heating, ventilating, air conditioning, air cooling equipment, refrigerators, washer and dryer units, and gas and electric machinery, appurtenances and equipment, whether or not permanently affixed to the Premises or the Improvements.

ARTICLE V MISCELLANEOUS

5.01 Amendments. This Deed of Trust or any provision hereof cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

5.02 Trustor Waiver of Rights. Trustor waives to extent permitted by law, (1) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisal before sale of any portion of the Trust Estate, and (ii) all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshaling in the event of foreclosure of the liens hereby created, and (iii) all rights and remedies which Trustor may have or be able to assert by reason the laws of the State of Nevada pertaining to the rights and remedies of sureties.

5.03 Statements by Trustor. Trustor shall, within ten (10) days after written notice thereof from Beneficiary, deliver to Beneficiary a written statement stating to Trustor's knowledge the unpaid principal of and interest on the Notes and any other amounts secured by this Deed of Trust and stating whether any offset exists against such principal and interest.

5.04 Release of Lien If Trustor shall perform each of the covenants and agreements herein contained, then this conveyance shall become null and void and shall be released at Trustor'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.

5.05 Notices. All notices, requests and demands to be made hereunder to the parties hereto shall be in writing and shall be delivered by hand or by nationally recognized overnight courier or sent by certified mail, return receipt requested, through the United States Postal Service to the addresses shown below or such other addresses which the parties may provide to one another in accordance herewith. Such notices, requests and demands, if sent by mail, shall be deemed given three (3) business days after deposit in the United States mails, and if delivered by hand or overnight courier shall be deemed given when delivered.

To Trustor: Bob's Performance Center, Inc. A Nevada corporation
1417 Industrial Way, Gardnerville, NV 894120

With a Copy to: Tom Nelson

To Beneficiary: Bob Sedlmayr
1519 Glenwood Drive, Gardnerville, Nevada 89410

With a Copy to: Law Office of Karen L. Winters
P.O. Box 1987, 1624 U.S. Hwy 395 N, Ste. 9
Minden, NV 89423

5.06 Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

5.07 Invalidity of Certain Provisions. Every provision of this Deed of Trust is intended to be severable. In the event any term of provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust.

5.08 Subrogation. To the extent that proceeds of the Notes are used to pay any outstanding lien, charge or prior encumbrance against the Trust Estate, such proceeds have been or will be advanced by Beneficiary at Trustor's request and Beneficiary shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

5.09 Attorneys' Fees. If any Event of Default occurs, Trustor promises to pay all costs of enforcement and collection, including but not limited to, reasonable attorneys' fees and costs, whether or not such enforcement and collection includes the filing of a lawsuit.

5.10. Due on Sale. Beneficiary may, at his option, declare the entire balance of the Notes to be due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Trust Estate. This right is subject to the restrictions imposed by federal law governing the preemption of state due-on-sale laws, as applicable.

5.11 Governing Law. This Deed of Trust, the Notes, and Agreement shall be governed and enforced in all respects in accordance with the laws of the State of Nevada.



5.12 Interpretation. In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

5.13 Counterparts. This Deed of Trust may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to physically form one document, which may be recorded.

5.14 Further Assurances. Trustor, Beneficiary and Trustee agree to do or to cause to be done such further acts and things and to execute and deliver or to cause to be executed and delivered such additional assignments, agreements, powers and instruments, as any of them may reasonably require or deem advisable to keep valid and effective the charges and lien hereof, to carry into effect the purposes of this Deed of Trust or to better assure and confirm unto any of them their rights, powers and remedies hereunder, upon request by Beneficiary, shall supply evidence of fulfillment of each of the covenants herein contained concerning which a request for such evidence has been made.

5.15 Special Damages Waiver. TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRUSTOR SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIMS AGAINST BENEFICIARY, ON ANY THEORY OF LIABILITY, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS AGREEMENT OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY, THE TRANSACTIONS, THE LOAN OR THE USE OF THE PROCEEDS THEREOF.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

BOB'S PERFORMANCE CENTER, INC.

By: _____

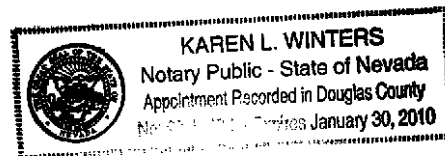
Tom Nelson
Director and President

STATE OF NEVADA)

: ss.

COUNTY OF DOUGLAS)

On this 21st day of July, 2008, personally appeared before me, a Notary Public, tom Nelson personally known (or proved) to me to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the foregoing instrument.



NOTARY PUBLIC



EXHIBIT "A"

The land referred to herein situate in the State of Nevada, County of Douglas, described as follows:

A parcel of land being a portion of Section 3, Township 12 North, Range East, M.D.B. & M., and of Parcel "B" as shown on that certain map entitled Carson Valley Industrial Park, recorded as Document No. 47572 on March 30, 1970, Official Records of Douglas, Nevada, and being further described as follows:

COMMENCING at the Southeast corner of said Parcel "B" on the Westerly right-of-way of Industrial Way; thence along the Southerly boundary of said Parcel "B" South 71°18'00" West, 336.06 feet to the TRUE POINT OF BEGINNING; thence continuing along said Southerly boundary South 71°18'00" West 125.38 feet; thence leaving said boundary North 02°37'00" East 395.82 feet to a point on the Southerly right-of-way of Industrial Way; thence Easterly along said right-of-way South 87°23'00" East, 116.80 feet; thence leaving said right-of-way South 02°37'00" West 350.24 feet to the POINT OF BEGINNING.

"In Compliance with Nevada Revised Statute 111.312, the herein above legal description was taken from instrument recorded July 30, 1999, Book 799, Page 5784, as file No. 473578, recorded in the official records of Douglas County, State of Nevada."

Assessor's Parcel No. 1220-03-310-030

