

APN #1220-12-610-004
Title Order No: DO-2090741-WD
Loan Number:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 7 Fee: 20.00
BK-0110 PG- 4687 RPTT: 0.00

When recorded mail to:

Big Sky Holdings, LLC
P. O. Box 83382
Phoenix, AZ 85071-3382



1092374

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT
FIRST POSITION LIEN**

THIS DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT (hereinafter "Deed of Trust") entered into this 22nd day of January, 2010, by and between JAMES D. BELL and GAILEN J. BELL, husband and wife as joint tenants, herein called TRUSTOR, whose address is 180 Taylor Creek Road, Gardnerville, NV 89460; BIG SKY HOLDINGS, LLC, a Nevada limited liability company as to an undivided 50% interest and TELCO INTERESTS, LTD. PROFIT SHARING PLAN as to an undivided 50% interest, whose address is P. O. Box 83382, Phoenix, AZ 85071-3382, herein called BENEFICIARY; NORTHERN NEVADA TITLE COMPANY, a Nevada corporation, herein called TRUSTEE.

WITNESSETH: That Trustor hereby irrevocably GRANTS, BARGAINS, SELLS, TRANSFERS, AND ASSIGNS to TRUSTEE IN TRUST WITH POWER OF SALE, all that certain property situate in Douglas, State of Nevada, described as:

Lot 16, in Block E, as set forth on FINAL SUBDIVISION MAP LDA #01-083 FOR PINION RIDGE, filed for record in the office of the County Recorder of Douglas County, State of Nevada on September 15, 2003, in Book 0903, Page 7332 as Document No. 589938

The Real Property or its address is commonly known as 1905 Tedsen Lane, Gardnerville, NV 89410. The Real Property tax identification number is 1220-12-610-004.

TOGETHER WITH all the building structures, improvements of any kind or nature whatsoever now on or hereafter situated on the property and all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever now or hereafter used in connection with the property, building structures or any other improvements.

TOGETHER WITH all rents, income, maintenance fees and other benefits or other income to which Trustor may now or hereafter be entitled from the property described hereinabove and to be applied against the indebtedness or other sums secured hereby provided, however, that permission is hereby given to Trustor so long as no event of default has occurred hereunder to collect and use such rents, income, maintenance fees and other benefits as they become due and payable but not in advance thereof. Upon the occurrence of any such event of default, the permission hereby given to Trustor to collect such rents, income, maintenance fees and other benefits from the property described hereinabove shall automatically terminate.

AND ALSO, all the estate, interest, homestead or other claim, in law or in equity, which the Trustor now has or may hereafter acquire in and to said property, together with all easements and rights-of-way used in connection therewith or as a means of access thereto, and all water and water rights in connection therewith or share of stock evidencing

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such water or water rights, and all fixtures now or here-after attached to or used in connection with the premises above described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

FOR THE PURPOSE OF SECURING:

- (1) Performance of each agreement of the Trustor incorporated herein by reference or contained herein, including the assignment of rents and the security interest in the personal property.
- (2) Payment of an indebtedness in the sum of **Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00)** with interest according to the terms of a promissory note or notes of even date herewith, executed by the Trustor delivered to the Beneficiary, and payable to the order of the Beneficiary, which Note with any and all modifications, renewal or extension thereof is incorporated herein by reference.
- (3) Payment of such additional sums, with interest thereon, which may hereafter be loaned to Trustor by Beneficiary when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust; payment of all other sums with interest thereon which may become due and payable under the provisions hereof to either the Trustee or the Beneficiary and the performance and discharge of each and every obligation, covenant and agreement of Trustor herein contained.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST:

FIRST: The following Statutory Covenants are hereby adopted and made a part of this Deed of Trust: Covenants Nos. 1, 3, 4 (Loan interest 12.9%), 5, 6, 7 (Reasonable %), 8 and 9 of N.R.S. 107.030. Except for Covenants Nos. 6, 7, and 8, to the extent any terms of this Deed of Trust are inconsistent with the Statutory Covenants the terms of this Deed of Trust shall control. Covenants 6, 7 and 8 shall control over the express terms of any inconsistent terms of this Deed of Trust. Notwithstanding any provision of said Covenant No. 7 to the contrary, proceeds of any foreclosure sale shall be distributed pursuant to the provisions of N.R.S. 40.462.

SECOND: Trustor agrees to properly care for and keep said property in good condition and repair; not to alter, remove, damage or demolish any building or improvement thereon; to complete in a good and workmanlike manner any building or improvement which may be constructed thereon. In the event any improvements are constructed upon the herein described real property, the Trustor promises and agrees to pay when due all claims for labor performed and materials furnished for any construction, alteration or repair thereon; to comply with all laws affecting said property or relating to any alterations or improvements that may be made; not to commit or permit waste thereon; not to commit, suffer or permit any acts upon the property in violation of any law, covenant, condition or restriction affecting the property. Trustor agrees to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general. **ADVANCES:** Beneficiary shall have at its option, the right to make any advances, without the consent of Trustor or junior lien holders, for the completion of the construction and/or improvements, mechanics liens, labor, materials, taxes, insurance, prior encumbrances and superior liens for the preservation of this security or any other purpose in the sole discretion of the Beneficiary. Any advances made pursuant to this clause shall be added to the balance due on the Note and maintain its security position as of the date of recording the Deed of Trust securing the Note. Advances shall bear interest at the rate then in effect on the Promissory Note.

THIRD: Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Beneficiary in writing prior to doing so and so long as, in Beneficiary's sole opinion, Beneficiary's interests

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in the Property are not jeopardized. Beneficiary may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Beneficiary, to protect Beneficiary's interest.

FOURTH: The following covenants, representations, warranties, obligations, agreements of indemnity and related agreements are collectively referred to as the Trustor's "Environmental Protection Obligation".

A. Trustor represents and warrants that, to the best of Trustor's actual knowledge after due investigation, as of the date hereof, the Trust Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Trust Property, including, but not limited to soil and groundwater conditions. Trustor further represents and warrants that during the time Trustor has owned the Trust Property, neither Trustor, nor to the best of Trustor's knowledge and belief, any third party has used, generated, manufactured, stored or disposed of on, under or about the Trust Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials ("Hazardous Materials"). Trustor further represents and warrants that so long as any indebtedness and obligations of Trustor under the Security Documents, including this Deed of Trust, shall remain outstanding, unpaid and unsatisfied, Trustor shall not use, generate, manufacture, store or dispose of on, under or about the Trust Property, any Hazardous Materials. For the purpose of this paragraph, as well as all other references in the Security Documents, "Hazardous Materials" shall include but not be limited to materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled, substances defined as "hazardous substances", "hazardous materials", or "toxic substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 49 U.S.C. 901, et.seq.; the Resource Conservation and Recovery Act, 42, 6901 et seq.; and those substances defined as "hazardous wastes", "hazardous materials" or "hazardous substances" in the Nevada Revised Statutes.

B. That Trustor hereby agrees to indemnify and hold harmless Beneficiary, its directors, officers, employees, and agents, and any successors or assigns of Beneficiary's interest in the chain of title to the Trust Property in the event Beneficiary, any successors or assigns should take fee title to the Trust Property, as provided herein, from and against any and all liability (i) including all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of Hazardous Materials by Trustor, tenants, or any prior owner or operator of the Trust Property, and (ii) including, without limitation, the cost of any required or necessary clean-up, repair, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following transfer of title to the Trust Property to the full extent that such action is attributable directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Material by any person on the Trust Property prior to transfer of title thereto to Beneficiary.

FIFTH: Trustor shall pay: at least ten days before delinquency, all taxes and assessments affecting said property; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; when due, all costs, fees and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance and all lawful charges, costs and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby.

SIXTH: Any award of damages, consideration or proceeds in connection with any condemnation for public use of or injury to this property or any part thereof significantly affecting the value of the security is hereby assigned and shall be paid to Beneficiary. The Beneficiary shall apply the condemnation award to the full amount of indebtedness secured hereby in such order as the Beneficiary may determine, and when such indebtedness has been satisfied, the balance of such award shall be released to the Trustor.

SEVENTH: Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

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EIGHTH: In the event of sale, transfer, conveyance, assignment, option, lease with option to buy, subdivision, parcel or lot split, hypothecation, encumbrance or alienation of said property, or any part thereof, or any interest therein, whether voluntary or involuntary, or by operation of law, or otherwise, Beneficiary shall have the right of acceleration, at his option, to declare the Note secured by this Deed of Trust, irrespective of the maturity date expressed therein, and without demand or notice, immediately due and payable, including any prepayment charge provided for therein. No waiver of this right shall be effective unless in writing. Consent by Beneficiary to one such transaction shall not constitute a waiver of the right to require such consent to succeeding transactions. Additionally, in the event ownership interest in the Trustor in an amount equal to or greater than twenty five percent (25%) of the Trustor if Trustor is other than a natural person, is transferred to any party other than the existing and current owners/shareholders of Trustor, Beneficiary may elect at its option to declare the entire unpaid principal balance, accrued interest, fees, and costs all due and payable.

NINTH: Assignment of Leases and Rents. During the continuance of this trust, Trustor does hereby sell, assign and transfer unto Beneficiary all of the leases, rents, income and profits now due and which may hereafter become due under or by virtue of any lease, whether written or oral, or any agreement for the use of occupancy of the Property, it being the intention of Trustor and Beneficiary to establish an absolute transfer and assignment of all such leases and agreements, all of the rents and profits from the Property unto the Beneficiary, and Trustor does hereby appoint irrevocably the Beneficiary his true and lawful attorney in its name and stead, which appointment is coupled with an interest, to collect all of said rents and profits; provided, Beneficiary grants the Trustor the privilege to collect and retain such rents, income, and profits unless and until an event of default exists under this Deed of Trust. Upon the occurrence of an event of Default, whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale of the Property, or during any period of redemption, and without regard to waste, adequacy of the security or solvency of the Trustor, the Beneficiary may at his option revoke the privilege granted Trustor hereunder to collect the rents, issues and profits of the Property and enforce his assignment of the rents, issues, and profits by any lawful means. Any rental or lease, or renewal thereof, of the secured property shall be subordinate to this Deed of Trust and (a) require the payment of a commercial monthly rental at a rate consistent with the prevailing market conditions at the time of execution of the lease; (b) provide that the landlord shall not collect more than one month's rent in advance, except the last month's rent; (c) provide that the tenant, upon notice and demand from Beneficiary that payment under this Deed of Trust and the note secured is in default, will make all future rental or lease payments to Beneficiary.

TENTH: During the continuance of this trust, Trustor agrees to provide and maintain fire, hazard, and extended coverage insurance, of such types and amounts as the Beneficiary may from time to time require, insuring the property and any and all improvements upon or to be constructed upon the premises, in a company satisfactory to, and the loss payable to, the Beneficiary and the Trustor as their respective interests may appear. All insurance, including the insurance above mentioned, shall be in companies approved by the Beneficiary. The policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary as further security, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem necessary. In the event of loss, the Trustor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Trustor. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Trustor and Beneficiary jointly. The insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. Such application shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. In the event of the foreclosure of this Deed of Trust or other transfer of title to said premises in extinguishment of the indebtedness secured hereby, all right, title and interest of the Trustor in and to any insurance policies then in force shall pass to the purchaser or grantee. This insurance shall be in the amount of the fair and reasonable market value of the real property and its improvements, with the minimum amount being the amount of the note secured by this Deed of Trust plus superior or junior liens if any.

ELEVENTH: The occurrence of any of the following events or conditions shall constitute a Default under this Deed of Trust, Assignment of Rents and Security Agreement:

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(a) Any failure to pay any principal or interest under the note or notes secured by this Deed of Trust as and when the same shall become due and payable, or the failure to pay any other sum due under the note or notes, Deed of Trust, the Loan Agreement or any Security Document as and when the same shall become due and payable;

(b) Any failure or neglect to perform or observe any of the terms, provisions, or covenants of this Deed of Trust, the Note or Notes secured hereby, any Security Document or any other document or instrument executed or delivered in connection with the note or notes (collectively, the "Loan Documents");

(c) Any warranty, representation or statement contained in this Deed of Trust, in the Note or Notes or in any other Security Document or any other document or instrument executed or delivered in connection with the Note or Notes, or made or furnished to Lender or Lender's agent by or on behalf of Trustor, that shall be or shall prove to have been materially false when made or furnished;

(d) The filing by Trustor, any endorser of the note or notes, or any guarantor of the note or notes (or against Trustor or such endorser or guarantor to which Trustor or such endorser or guarantor acquiesces or which is not dismissed within forty-five (45) days after the filing hereof) of any proceeding under the federal bankruptcy laws now or hereafter existing or any other similar statute now or hereafter in effect; the entry of an order for relief under such laws with respect to Trustor or such endorser or guarantor; or the appointment of a receiver, custodian or conservator of all or any part of the assets of Trustor or such endorser or guarantor;

(e) The insolvency of Trustor, any endorser of the note or notes or of any guarantor of the Obligation; or the execution by Trustor or such guarantor or endorser of an assignment for the benefit of creditors; or the convening by Trustor or any guarantor or endorser of a meeting of its creditors, or any class thereof, for purposes of effecting a moratorium upon or extension or composition of its debts; or the failure of Trustor or of any such guarantor or endorser to pay its debts as they mature; or if Trustor or such guarantor or endorser is generally not paying its debts as they mature;

(f) The admission in writing by Trustor, any endorser of the note or notes or any guarantor that it is unable to pay its debts as they mature or that it is generally not paying its debts as they mature;

(g) The liquidation, termination or dissolution of Trustor or any such endorser or guarantor of the note or notes, if a corporation, limited liability company, partnership or joint venture if Beneficiary is not reasonably reassured of timely performance and payment hereunder and under the note or notes and all documents relating thereto;

(h) Any attachment, garnishment, levy or execution upon, or judicial seizure of, any portion of any collateral or security for the note or notes which may impair the lien position of the Lender;

(i) The occurrence of any event of default under the note or notes, any of the Security Documents or any other document or instrument executed or delivered in connection with the note or notes;

(j) The occurrence of any default under any document or instrument given by Trustor in connection with any other indebtedness of Trustor, endorser or guarantor to Beneficiary;

TWELFTH: This Deed of Trust is executed by the Trustor and accepted by the Beneficiary with the understanding and upon the express condition that if the Trustor should make default in the performance to the Beneficiary of any of the covenants or agreements herein set forth, then and in that event, the full amount of the principal of the indebtedness secured hereby, plus interest and other accruals, shall forthwith be and become wholly due and payable, notwithstanding the fact that the same would not otherwise be due according to the terms of the Promissory Note secured hereby.

THIRTEENTH: Trustor shall pay all reasonable costs, charges and expenses, including attorney's fees, reasonably incurred or paid at any time by the Beneficiary because of the failure on the part of Trustor to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the Promissory Note secured hereby and this Deed of Trust or either of them. Should Trustor fail to make any payment or to do any act as provided in this Deed of Trust, then Beneficiary or Trustee may, but without obligation to do so, and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise,

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any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees. Trustor shall pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from date of expenditure at the same rate as is provided for in the note secured by this Deed of Trust or at the highest legal rate, whichever be the greater rate. Any amounts so paid by Beneficiary or Trustee shall become a part of the debt secured by this Deed of Trust and a lien on said premises or immediately due and payable at option of Beneficiary or Trustee.

FOURTEENTH: Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor. Trustor agrees that it will pay any deficiency arising from any cause after application of the proceeds of a sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

FIFTEENTH: Except as may be required by law, Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise, or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.

SIXTEENTH: At any time, and from time to time, without liability therefor, upon written request of Trustor and Beneficiary, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of the Deed of Trust upon said property, Trustee may consent in writing to the making of any map or plat thereof or join in granting any easement thereon.

SEVENTEENTH: Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of the Deed of Trust and the note secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, and upon payment of its fees, the Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".

EIGHTEENTH: The undersigned Trustors request that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to them at the address hereinabove set forth, which addresses are hereby declared to be a part of this Deed of Trust.

NINETEENTH: The rights and remedies granted hereunder or by law shall not be exclusive but shall be concurrent and cumulative.

TWENTIETH: Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

TWENTY-FIRST: Time is of the essence of this Deed of Trust and each and every provision hereof. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment, when due, of all other sums so secured or to declare default, as herein provided, for failure to pay. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of repayment of the indebtedness or any part thereof secured by this Deed of Trust. The Beneficiary may, without notice or consent of the Trustor, extend the time of payment of indebtedness secured hereby to any successor in interest of the Trustor, without discharging the Trustor from any liability thereon.

TWENTY-SECOND: The benefits of covenants, terms, conditions and agreements herein contained shall accrue to, and the obligations thereof shall bind, the heirs, legatees, devisees, administrators, executors, representatives, successors and assigns of the parties hereto and the Beneficiary hereof. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof, whether

Initials:  

by operation of law or otherwise. The term "Trustor" includes the term "Grantor". It is expressly agreed that the trust hereby created is irrevocable by the Trustor.

TWENTY-THIRD: This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Beneficiary shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as amended from time to time. Upon request by Beneficiary, Trustor shall take whatever action is requested by Beneficiary to perfect and continue Beneficiary's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Beneficiary may at any time, and without further authorization from Trustor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Trustor shall reimburse Beneficiary for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Beneficiary and make it available to Beneficiary within (3) days after receipt of written demand from Beneficiary to the extent permitted by applicable law. The mailing addresses of Trustor (Debtor) and Beneficiary (Secured Party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

TWENTY-FOURTH: This Deed of Trust secures a Promissory Note that contains provisions for Guaranteed Interest, Default Interest and a Balloon Payment.

IN WITNESS WHEREOF, Trustor hereby acknowledges having read all the provisions of this Deed of Trust and accepts and agrees to the terms and covenants contained in this Deed of Trust.

James D. Bell
JAMES D. BELL

Gailen J. Bell
GAILEN J. BELL

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

On January 22, 2010 before me personally appeared James D. Bell and Gailen J. Bell, husband and wife, personally known to me (or provided to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity (ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted execute the instrument.

WITNESS my hand and official seal.

Wendy Dunbar
Notary Public

