

OFFICIAL RECORD

Requested By:
Ticor Title - Reno (Commer
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 12 Fee: \$25.00
BK-312 PG-255 RPTT: 0.00



APN 1420-06-602-019 & 020

AFTER RECORDATION RETURN TO:

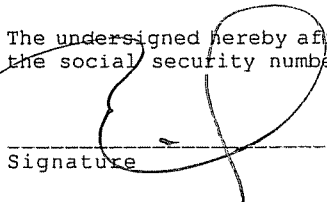
~~XXXXXXXXXX NEVADA~~
~~5441 Kietzke Lane #100~~
~~Reno, NV 89511~~
~~XXXXXXXXXXXX~~

Rick Oshinski Esquire
Scarpello & Huss Ltd.
600 E Williams St 300
Carson City NV 89701

Escrow 01109749-CD

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)


Signature _____ Title Esq.

DEED OF TRUST

THIS DEED OF TRUST, made this 1st day of March, 2012 between and Topsy Lane CC, LLC, A Nevada limited liability company, whose address is 6121 Lakeside Drive, Suite 205, Reno, Nevada, herein "Trustor", Ticor Title of Nevada, whose address is 5441 Kietzke Lane, #100, Reno, NV 89511, herein "Trustee", and the Jan Kunczynski and Lily Delaney-Cushing Kunczynski Trustees of Kunczynski Family Trust, whose address is 5375 Kietzke Lane, Suite 200, Reno, Nevada herein "Beneficiary."

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in Carson City, State of Nevada, more particularly described as follows:

Those certain real properties commonly known as 935 Topsy Lane, Carson City, Nevada and 961 Topsy Lane, Carson City, Nevada, both of which are more particularly described in Exhibit "A"



hereto and are incorporated herein by this reference.

Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

For the purpose of securing: (1) payment of the sum of \$1,000,000.00, with interest thereon according to the terms of that certain Promissory Note, of even date herewith, executed by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; and (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or to their successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security interest of this Deed of Trust, Trustor agrees:

1. To properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in a good and workmanlike manner any building



which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit suffer or permit any act to be done in or upon said property in violation of law; 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.

2. The Trustor agrees to pay and discharge all costs, fees and expenses of these Trusts, including cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of a written Declaration of Default and Demand for Sale, as hereinafter provided.

3. The amount collected under any fire insurance policy shall be credited: first, to accrued interest; next to expenditures hereunder; and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Trustor, without liability upon the Trustee for such release.



4. The Trustor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereto, or the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, Trustor 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.

5. 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 moneys received by it in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.

6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or of action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.

7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.



8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said property: reconvey any part of said property; consent in writing to the making of any map or plot thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and retention 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," and Trustee is authorized to retain this Deed of Trust and note.

10. (a) Should default be made by Trustor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of a Written Declaration of



Default and Demand for Sale, and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.

(b) After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell said property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the object of these Trustees, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

(c) The Trustor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all demands or notices as conditions precedent to sale of such personalty.

(d) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

(e) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to the



highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed conveying the property so sold, but without covenant or warranty, express or implied, Trustor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.

11. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of these Trusts, including costs of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of five and one half percent (5.5%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

12. The Beneficiary or assigns may, at any time, by instrument in writing, appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or Trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the



acts of all Trustee, and the recital in any conveyance executed by such sole trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

13. 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.

14. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

15. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any future holder, including pledgees, of the Note secured hereby.

16. In the event that Trustor, or any successor-in-interest to Trustor shall sell, transfer, or convey, or contract to sell, transfer, or convey the above-described real property, or any portion thereof, or any interest therein, at the option of Beneficiary, the entire amount of the promissory note for which this Deed of Trust serves as security shall forthwith become due and payable, although the time for such payment shall not have arrived.

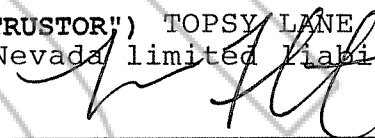


17. Where not inconsistent with the above the following covenants, No. 1; 2; 3; 4 (18%); 5; 6; 7; 8; of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

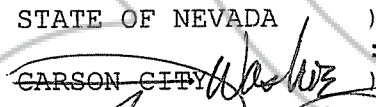
The parties agree that with respect to this Section, as set forth in NRS 107.030, the amount of fire insurance required by covenant 2 shall be in an amount equal to the fair market value of the premises with loss payable to Beneficiary secured by this Deed of Trust and all obligations having priority over this Deed of Trust, and with respect to attorney's fees provided for by covenant 7 the percentage shall be a reasonable percentage.

The undersigned Trustors request that a copy of any notice of default and any notice of sale hereunder be mailed to them at their address hereinbefore set forth.

("TRUSTOR") TOPSY LANE CC, LLC
a Nevada limited liability co.

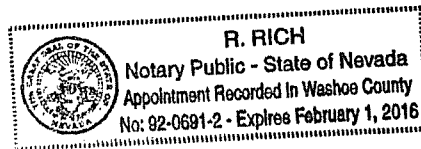

Lance Faulstich Manager

STATE OF NEVADA)

~~CARSON CITY~~)


The above instrument was acknowledged before me this 29 day
of March, 2012, by Lance Faulstich.

NOTARY PUBLIC





17. Where not inconsistent with the above the following covenants, No. 1; 2; 3; 4 (18%); 5; 6; 7; 8; of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

The parties agree that with respect to this Section, as set forth in NRS 107.030, the amount of fire insurance required by covenant 2 shall be in an amount equal to the fair market value of the premises with loss payable to Beneficiary secured by this Deed of Trust and all obligations having priority over this Deed of Trust, and with respect to attorney's fees provided for by covenant 7 the percentage shall be a reasonable percentage.

The undersigned Trustors request that a copy of any notice of default and any notice of sale hereunder be mailed to them at their address hereinbefore set forth.

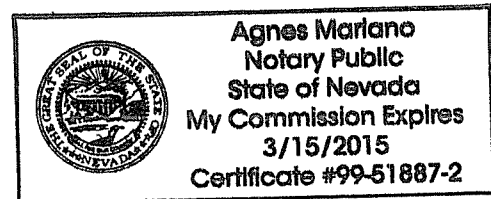
("TRUSTOR") TOPSY LANE CC, LLC
a Nevada limited liability co.

Brett Barker Manager

STATE OF NEVADA)
:
CARSON CITY)

The above instrument was acknowledged before me this 27th day of Feb., 2012, by Brett Barker.

NOTARY PUBLIC





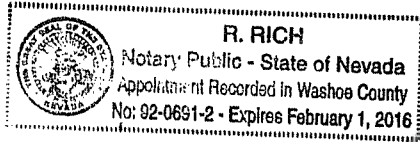
STATE OF NEVADA
COUNTY OF Washoe

} SS:

This instrument was acknowledged before me on February 29, 2012 , by Lance Faulstich,

ooo

NOTARY PUBLIC



COPY



Order No.: 01109749-CD

EXHIBIT A

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

PARCEL 1:

Parcel 3 as shown on the Record of Survey in Support of a Boundary Line Adjustment by AIG Baker Carson Valley, LLC, filed in the office of the County Recorder of Douglas County, State of Nevada on April 3, 2003, as File No. 572306, Official Records, more particularly described as follows:

A parcel of land situate within the South half of the Northeast 1/4 of Section 6, Township 14 North, Range 20 East, Douglas County, Nevada, more particularly described as follows:

Beginning at a point from which the Center Section of said Section 6 bears South 48°41'55" West a distance of 1065.95 feet;
Thence North 89°16'16" East a distance of 119.61 feet;
Thence South 00°43'44" East a distance of 127.50 feet;
Thence South 89°16'16" West a distance of 119.61 feet;
Thence North 00°43'44" West a distance of 127.50 feet to the point of beginning.

Basis of Bearings: Amended Record of Survey for Douglas County #32, filed for record July 11, 2000 in Book 700 of Official Records at Page 1320, Document No. 495561.

APN: 1420-06-602-019

Document No. 783562 is provided pursuant to the requirements of NRS 111.312.

PARCEL 2:

Parcel 4 as shown on the Record of Survey in Support of a Boundary Line Adjustment by AIG Baker Carson Valley, LLC, filed in the office of the County Recorder of Douglas County, State of Nevada on April 3, 2003, as File No. 572306, Official Records, more particularly described as follows:

A parcel of land situate within the South half of the Northeast 1/4 of Section 6, Township 14 North, Range 20 East, Douglas County, Nevada, more particularly described as follows:

Beginning at a point from which the Center Section of said Section 6 bears South 54°31'20" West a distance of 1273.38 feet;
Thence North 00°43'44" West a distance of 98.41 feet;
Thence North 89°16'16" East a distance of 153.00 feet;
Thence South 00°43'44" East a distance of 123.23 feet;
Thence North 82°08'11" West a distance of 69.12 feet;
Thence South 89°16'16" West a distance of 70.16 feet;
Thence Northwesterly 20.51 feet to the point of beginning.

Basis of Bearings: Amended Record of Survey for Douglas County #32, filed for record July 11, 2000 in Book 700 of Official Records at Page 1320, Document No. 495561.

APN: 1420-06-602-020

Document No. 783562 is provided pursuant to the requirements of NRS 111.312.