

DOC # 812062  
10/31/2012 03:59PM Deputy: PK  
**OFFICIAL RECORD**  
Requested By:  
Stewart Title - Carson  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 14 Fee: \$27.00  
BK-1012 PG-8994 RPTT: 0.00

APN No. 1320-30-803-004  
1320-29-401-009, 014,  
015, 016, 018, 019, and 020

104 9043DR  
**WHEN RECORDED MAIL TO:**  
Nevada State Bank  
1 West Liberty Street  
Reno, Nevada 89501



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

**ASSIGNMENT OF LEASES AND RENTS**

**THIS ASSIGNMENT OF LEASES AND RENTS** ("Assignment"), made as of the \_\_\_\_ day of October, 2012, by **G PEG II, LLC**, a Nevada limited liability company, as assignor (the "Assignor") to **NEVADA STATE BANK**, as assignee (the "Assignee").

**WITNESSETH:**

**WHEREAS**, to evidence and secure a loan (the "Loan") evidenced by a Reducing Revolving Line of Credit Loan Agreement of even date herewith (the "Loan Agreement"), Assignor has made and delivered to Assignee a Reducing Revolving Line of Credit Promissory Note of even date herewith (the "Note") in the principal amount of \$16,500,000.00, payable monthly, with interest as therein expressed, and Assignor has executed and delivered a Deed of Trust And Security Agreement And Fixture Filing With Assignment of Rents (the "Deed of Trust") to secure the Note and creating a lien on Assignor's interest in certain real property situate in Douglas County, Nevada, more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, including the improvements now or hereafter constructed thereon and the easements, rights and appurtenances thereunto belonging, all of which are hereinafter called the "Premises"; and

**WHEREAS**, Assignee has required the assignment hereafter made as a condition to making the Loan;



**NOW, THEREFORE**, for value received, Assignor hereby grants, transfers, assigns, and sets over to Assignee all rents, issues, and profits of and from the Premises, and in and to all leases ("leases") now or hereafter existing, of all or any part of the Premises.

Without limiting the generality of the foregoing, it is agreed as follows:

1. Assignor hereby absolutely and unconditionally assigns and transfers to Assignee all the leases, income, rent, issues, deposits, profits and proceeds of the Premises to which Assignor may be entitled, whether now due, past due or to become due, and hereby gives to and confers upon Assignee the right, power and authority to collect such income, rents, issues, deposits, profits and proceeds of the Premises to which Assignor may be entitled, whether now due, past due or to become due. The assignment of the leases constitutes an irrevocable direction and authorization of all tenants under the leases to pay all rent, income and profits into an account specified by Assignee upon demand and without further consent or other action by Assignor. Assignor irrevocably appoints Assignee its true and lawful attorney, at the option of Assignee at any time to demand, receive and enforce payment, to give receipts, releases, and satisfactions, and to sue, either in the name of Assignor or in the name of Assignee, for all such income, rents, issues, deposits, profits and proceeds and apply the same to the indebtedness evidenced by the Note. It is understood and agreed that neither the foregoing assignment of leases, income, rents, issues, deposits, profits and proceeds to Assignee nor the exercise by Assignee of any of its rights or remedies hereunder shall be deemed to make Assignee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Premises or the use, occupancy, enjoyment or operation of all or any portion thereof.

2. Assignor represents that (a) Assignor is the lessor under the terms and provisions of any existing lease, either as the named lessor or as successor in interest to the named lessor; (b) the existing leases, if any, are not in default; (c) Assignor is entitled to receive all the rents, issues and profits and to enjoy all the rents and benefits mentioned herein and assigned hereby; (d) the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the term of the Loan be sold, assigned, transferred, or set over by Assignor or any other person or persons taking under or through Assignor, except subject to this assignment; and (e) Assignor has the sole right to sell, assign, transfer, and set over the same and to grant and confer upon Assignee the rights, interests, powers, and authorities herein granted and conferred.

3. Assignor will from time to time execute any and all instruments requested by Assignee in order to effectuate this assignment and to accomplish any of the purposes that are necessary or appropriate in connection with this assignment including without limitations, specific assignments of any lease or agreement relating to the use and occupancy of the Premises or to any part thereof now or hereafter in effect and not specifically defined herein as an existing lease, as may be necessary or desirable in Assignee's opinion in order to constitute the same an existing lease hereunder.



4. This assignment shall in no way operate to restrict or prevent Assignee from pursuing any remedy which it may now or hereafter have because of any present or future breach of the terms or conditions of the Note, the Deed of Trust, the Loan Agreement or other loan documents.

5. Assignee shall not in any way be responsible for any failure to do any or all of the things for which the rights, interests, power, and authority are herein granted; and Assignee shall not be responsible for or liable under any of the agreements undertaken or obligations imposed upon the lessor under the leases or other agreements with respect to the Premises.

6. Assignee shall be accountable only for such cash as it receives under the terms of this assignment.

7. Assignee's failure to do any of the things or exercise any of the rights, interests, powers, and authority granted hereunder shall not be construed as a waiver of any of the rights, interests, powers, or authorities assigned and granted to the Assignee under this assignment.

8. Assignee may assign this assignment and the rights accruing hereunder to any subsequent assignee and holder of the Note and Deed of Trust.

9. The parties agree that this assignment is effective as of the date hereof, and that upon demand made by the Assignee on the lessee under the leases or on any person liable for any of the rents, issues, and profits of and from the Premises or any part thereof, such lessee or person liable for any of such rents, issues, and profits shall, and is hereby authorized and directed to pay to or upon Assignee's order, and without any inquiry of any nature, all rents then or thereafter accruing under the leases or any other instrument or agreement, oral or written, granting rights to, and creating an obligation to pay, rents, issues, or profits in connection with the Premises.

10. As long as Assignor is not in default in the payment of any indebtedness evidenced by the Note or secured by the Deed of Trust, or in the performance of any obligation, covenant, or agreement contained in the Note, the Deed of Trust, the Loan Agreement or other loan documents executed in connection with the Loan, Assignee agrees not to demand from any lessee under the leases or from any other persons liable therefor, any of the rents, issues, or profits hereby assigned but grants Assignor a license to collect all such rents, issues, and profits from the Premises and the leases on but not prior to accrual and to retain and enjoy the same, provided, however, that notwithstanding the provisions of this section, all lessees under the leases and all persons liable for rents, issues, and profits of and from the Premises shall comply with any demands for rents made by Assignee pursuant to the provisions of this assignment following the occurrence and during the continuance of a default in the payment or performance of the obligations secured by the Deed of Trust without reference to whether or not the same is made in accordance with this section.



11. Upon or at any time after default in the payment of any indebtedness evidenced by the Note or secured by the Deed of Trust, or in the performance of any term, provision, condition, obligation, covenants, or agreement contained herein or in the Note, the Deed of Trust or other loan documents executed in connection with the Loan, and after the expiration of any period of grace, if any, with respect to any such default provided for in the Note, or Deed of Trust, Assignee may declare all sums secured by the Deed of Trust immediately due and payable, may revoke Assignor's license to collect the rents, issues and profits of and from the Premises, and may, at the Assignee's option, without notice, either in Assignee's person or by agent and with or without bringing any action or proceeding, or by any receiver to be appointed by a court enter upon, take possession of, and manage and operate the Premises and each and every part thereof, and in connection therewith, Assignee may make, cancel, endorse, and modify leases (including the existing lease); fix or modify rents; repair, maintain, and improve the Premises; employ contractors, subcontractors, and workmen in and about the Premises; obtain and evict tenants; in its own name, sue for or otherwise collect or reserve any and all rents, issues, and profits, including those past due and unpaid; employ leasing agents, managing agents, attorneys, and accountants in connection with the enforcement of Assignee's rights hereunder and pay the reasonable fees and expenses thereof; and otherwise do and perform any and all acts which Assignee may deem necessary and appropriate in and about the Premises for the protection thereof and of the Assignee's rights hereunder or under the Note and Deed of Trust, and any and all amounts expended by Assignee in connection with the foregoing shall constitute an additional indebtedness secured by the Deed of Trust. Assignee shall apply any moneys collected by Assignee, as aforesaid, less costs and expenses incurred, as aforesaid, upon any indebtedness secured hereby first to late charges, penalties and costs, interest and then to principal. The entering upon and taking possession of the Premises; the collection of rents, issues, and profits; the exercise of any rights hereinabove specified; and the application of collections, as aforesaid, shall not cure, waive, modify, or affect any default hereunder or under the Note or Deed of Trust.

12. All tenants or occupants of any part of the Premises (including, without limitation, all persons claiming any interest as lessee under the existing lease) are hereby authorized to recognize the claims and demands of Assignee without investigation as to the reason for any action taken by Assignee or the validity or the amount of indebtedness owing to Assignee or the existence of any default hereunder or under the Note, the Deed of Trust, the Loan Agreement or other loan documents executed in connection with the Loan, or the application to be made by Assignee, of any amounts to be paid to Assignee. Assignee's sole signature shall be sufficient for the exercise of any right under this assignment and Assignee's sole receipt given for any sums received shall be a full discharge and release therefor as to any such tenant or occupant of the Premises. Checks for all or any part of the rental collected under this assignment of rents and leases shall be made to the exclusive order of the Assignee.

13. Assignee shall not be obligated to perform or discharge any obligation, duty, or liability under the leases, nor shall this assignment operate to place upon the Assignee responsibility for the control, operation, management, or repair of the Premises or the carrying out of any of the terms and



conditions of the leases; nor shall this assignment operate to make the Assignee liable for any waste committed on the Premises by the lessee under any lease or any other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair, or control of the Premises, resulting in loss, injury, or death to any tenant, licensee, employee, invitee, or stranger.

14. Assignor shall, and does hereby agree to, indemnify and hold Assignee harmless of and from any and all liability, loss, or damage which it may or might incur under the leases or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in the leases. Should Assignee incur any such liability, loss, or damage under the leases or under or by reason of this assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be secured hereby and Assignor shall reimburse the Assignee therefor immediately upon demand, and upon Assignor's failure to do so, the Assignee may declare all sums thereby immediately due and payable.

15. Assignee has not received, nor have any securities deposited by any lessee with the lessor under the terms of existing leases been transferred to Assignee; and the Assignee assumes no responsibility or liability for any securities so deposited.

16. Assignor has not and will not accept rent in advance under any leases of all or any part of the Premises except only monthly rents for current months which may be paid in advance.

17. Assignor shall cause copies of this assignment to be served upon the lessees under the leases at Assignor's sole cost and expense, and will cause this assignment to be recorded and filed and rerecorded and refiled in each and every public office in which said filing and recording may be necessary to constitute record notice of this assignment and the terms and provisions hereof as applicable to the Premises.

18. Upon payment in full of all indebtedness and on the performance of all the obligations secured hereby, this assignment shall become null and void and of no effect.

19. This assignment is binding upon and inures to the benefit of the parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Assignor," as used herein, shall include each Assignor whose name appears below, severally and all such assignors, jointly and severally, and their respective heirs, legatees, devisees, executors, successors, and assigns. The term, "Assignee," as used herein, shall include the named Assignee and all said Assignee's successors and assigns, including each and every person or entity who or which from time to time, becomes owner and holder of the Note and Deed of Trust, and such successors and assigns shall have, hold, and enjoy all of the rights, and benefits hereby afforded and conferred upon the



named Assignee as fully and with the same effect as if such successors and assigns were by name herein designated as Assignee.

20. Whenever in this Assignment a right is given to Assignee, which right is affected by Applicable Gaming Laws (as defined in the Deed of Trust) or the enforcement of which is subject to Applicable Gaming Laws, the enforcement of any such right shall be subject to Applicable Gaming Laws and approval, if so required, of the applicable Gaming Authorities (as defined in the Deed of Trust). Without limiting the generality of the foregoing, Assignee acknowledges that (a) Assignee is subject to being called forward by the Gaming Authorities, in their discretion, for licensing or a finding of suitability as a lender to a gaming licensee, and (b) to the extent the prior approval of the Gaming Authorities is required pursuant to applicable law for the exercise, operation and effectiveness of any remedy hereunder or under any other Loan Document (as defined in the Loan Agreement), or the taking of any action that may be taken by Assignee or under any other Loan Document, such remedy or action shall be subject to such prior approval of the Gaming Authorities.

**IN WITNESS WHEREOF**, the Assignor has executed this assignment as of the day, month, and year, first-above written.

**G PEG II, LLC, a Nevada limited liability company**

By:

**MICHAEL E. PEGRAM  
Manager / Director**

By:

**GREGG CARANO  
Manager / Director**

**"Assignor"**



STATE OF NEVADA     )  
                                  )ss.  
COUNTY OF Douglas    )

This instrument was acknowledged before me on October 29, 2012, by  
Michael E. Pegram, as Manager / Director of G PEG II, LLC.



Eileen Knox  
Notary Public  
My Commission Expires: 5-1-2016

STATE OF NEVADA     )  
                                  )ss.  
COUNTY OF Washoe    )

This instrument was acknowledged before me on October 29, 2012, by  
Gregg Carano, as Manager / Director of G PEG II, LLC.



Kerri LaFerriere-Hooper  
Notary Public  
My Commission Expires: 3-25-15



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

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

**PARCEL 1**

A parcel of land situate in the Southeast Quarter of the Southwest Quarter of Section 29, Township 13 North, Range 20 East, MDM, and being more particularly described as follows;

Beginning at the Northwest corner of that Parcel shown as A.P.N. 1320-29-401-006 on that Record of Survey for Douglas County, Recorded as Document No. 673541, April 27, 2006, Official Records of Douglas County;

Thence S33°24'41"W, a distance of 222.88 feet;

Thence N62°02'04"W, a distance of 47.82 feet;

Thence S27°13'20"W, a distance of 37.63 feet;

Thence S79°46'18"W, a distance of 95.20 feet;

Thence N62°39'08"W, a distance of 76.71 feet;

Thence S27°21'18"W, a distance of 118.07 feet;

Thence S62°41'32"E, a distance of 82.00 feet to the Westerly Right-of-Way of Eighth Street;

Thence S26°59'53"W, along said Westerly Right-of-Way, a distance of 42.00 feet;

Thence N62°40'37"W, leaving said Westerly Right-of-Way, a distance of 132.33 feet;

Thence along a non-tangent curve to the left, having a radius of 85.00 feet, through a central angle of 56°45'57", and an arc length of 84.21 feet, a chord bearing of S55°44'17"W, a chord distance of 80.81;

Thence S27°21'45"W, a distance of 81.55 feet to the North Right-of-Way of Highway 395;

Thence along said Northerly Right-of-Way, N62°38'42"W, a distance of 495.58 feet;

Thence leaving said Northerly Right-of-Way, N27°21'18"E, a distance of 120.00 feet;

Thence N62°38'45"W, a distance of 207.70 feet;

Thence N27°42'56"E, a distance of 58.83 feet;

Thence along a non-tangent curve to the left, with a radial bearing of N37°00'14"E, having a radius of 22.13 feet, through a central angle of 89°19'03", and an arc length of 34.50 feet;





Thence N27°15'37"E, a distance of 258.43 feet;

Thence along a curve to the left, having a radius of 12.07 feet, through a central angle of 38°58'22", and an arc length of 8.21 feet;

Thence N31°02'07"W, a distance of 62.90 feet;

Thence N71°52'56"W, a distance of 397.31 feet to the East line of Parcel 1A-1, as shown on that Record of Survey for Mulreany Associates on file as Document No. 588800, Official Records for Douglas County;

Thence N00°59'13"E, along said East line, a distance of 427.85 feet;

Thence S68°20'03"E, leaving said East line, a distance of 1031.14 feet;

Thence S27°21'15"W, a distance of 146.31 feet;

Thence S62°38'42"E, a distance of 767.66 feet;

Thence S27°21'18"W, a distance of 105.13 feet;

Thence N75°01'00"W, a distance of 168.86 feet to the Point of Beginning.

Also shown as Parcel 1 on Record of Survey Map recorded May 19, 2011 in as File No. 783462, Official Records

Document No. 783461 is provided to comply with the requirements of NRS 111.312

APN: 1320-29-401-018

**PARCEL 2**

A parcel of land situate in the Southeast Quarter of Section 30 and the Southwest Quarter of Section 29, Township 13 North, Range 20 East, MDM, and being more particularly described as follows;

Commencing at the Northwest corner of that Parcel shown as A.P.N. 1320-29-401-006 on that Record of Survey for Douglas County, Recorded as Document No. 673541, April 27, 2006, Official Records of Douglas County;

Thence N69°57'00"W, a distance at 1055.17 feet to the Point of Beginning;

Thence S31°02'07"E, a distance of 62.90 feet;

Thence along a curve to the right, having a radius of 12.07 feet, through a central angle of 38°58'22", and an arc length at 8.21 feet;

Thence S27°15'37"W, a distance of 258.43 feet;



Thence along a curve to the right, having a radius of 22.13 feet, through a central angle of 89°19'03", and an arc length of 34.50 feet;

Thence S27°42'56"W, a distance of 106.58 feet;

Thence N62°38'46"W, a distance of 65.00 feet;

Thence N27°21'24"E, a distance of 57.00 feet;

Thence N62°38'45"W, a distance of 209.92 feet;

Thence 801°02'47"W, a distance of 144.17 feet to the North Right-at-Way of Highway 395;

Thence N62°38'42"W, along said North Right-of-Way, a distance of 41.44 feet to the Easterly line of Parcel 4A, as shown on that Record of Survey for Mulreany Associates on file as Document No. 588800, Official Records for Douglas County;

Thence N06°15'15"E, along said Easterly line, a distance of 420.94 feet;

Thence N00°59'13"E, continuing along said Easterly line, a distance of 43.44 feet;

Thence S71°52'56"E, leaving said Easterly line, a distance of 397.31 feet to the Point of Beginning.

Also shown as Parcel 3 on Record of Survey Map recorded May 19, 2011 in as File No. 783462, Official Records

Document No. 783461 is provided to comply with the requirements of NRS 111.312

APN 1320-29-401-020

**PARCEL 3**

A parcel of land situate in the Southeast Quarter of the Southwest Quarter of Section 29, Township 13 North, Range 20 East, MDM, and being more particularly described as follows;

Commencing at the Northwest corner of that Parcel shown as A.P.N. 1320-29-401-006 on that Record of Survey for Douglas County, Recorded as Document No. 673541, April 27, 2006, Official Records of Douglas County;

Thence S33°24'41"W, a distance of 129.24 feet;

Thence S33°24'41"W, a distance of 93.47 feet;

Thence N62°02'04"W, a distance of 47.82 feet;

Thence S27°13'20"W, a distance of 37.63 feet;

Thence S79°46'18"W, a distance of 95.20 feet;



Thence N62°39'08"W, a distance of 76.71 feet;

Thence S27°21'18"W, a distance of 118.07 feet;

Thence N62°43'35"W, a distance of 36.92 feet;

Thence S79°46'18"W, a distance of 42.47 feet;

Thence along a curve to the left, having a radius of 110.00 feet, through a central angle of 52°25'00", and an arc length of 110.63 feet;

Thence S27°21'45"W, a distance of 71.56 feet;

Thence along a curve to the right, having a radius of 10.00 feet, through a central angle of 90°00'00", and an arc length of 15.71 feet to the Northerly Right-of-Way of Highway 395;

Thence along said Northerly Right-of-Way, N62°38'42"W, a distance of 460.59 feet to the Point of Beginning;

Thence leaving said Northerly Right-of-Way, N27°21'18"E, a distance of 120.00 feet;

Thence N62°38'45"W, a distance of 207.70 feet;

Thence S27°42'56"W, a distance of 47.75 feet;

Thence N62°38'46"W, a distance of 65.00 feet;

Thence S27°21'24"W, a distance of 72.24 feet to said Northerly Right-of-Way of Highway 395;

Thence along said Northerly Right-of-Way, S62°38'42"E, a distance of 273.00 feet and the Point of Beginning.

Also shown as Parcel 3 on that Record of Survey recorded on January 4, 2010 as Document No. 756590, Official Records.

Document No. 756591 is provided to comply with the requirements of NRS 111.312.

APN: 1320-29-401-014

**PARCEL 4:**

That portion of the Southwest one-quarter of Section 29, Township 13 North, Range 20 East, M.D.B.&M., more particularly described as follows:

COMMENCING at the intersection of the Northerly right of way line of U.S. Route 395, also known as Railroad Avenue, and the Easterly right of way line, extension of Seventh Street as shown on that certain Record of Survey recorded September 2, 1980, in Book 980, Page 057, Document No. 48058, Official Records of Douglas County, State of Nevada, being the True



Point of Beginning; thence North 63°25'00" West, 70.25 feet; thence North 26°35'00" East, 110.00 feet; thence South 63°25'00" East, 70.25 feet; thence South 26°35'00" West, 110.00 feet to the TRUE POINT OF BEGINNING.

Reference is made to Record of Survey recorded September 2, 1980 in Book 980, Page 57, Document No. 48058, Official Records, Douglas County, Nevada.

Together with a Non-exclusive easement for road and incidental purposes, over, under and across the East 13 feet of the following described Parcel of land:

A rectangular piece of parcel of land situate, lying and being in the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 13 North, Range 20 East, M.D.B.&M., adjacent to the Northern side of Railroad Avenue (U.S. 395) in the Town of Minden, Douglas County, Nevada, more particularly described as follows:

Beginning at the point of intersection of the Western Boundary of Seventh Street extended Northerly and the Northern Boundary of Railroad Avenue (U.S. 395) in said Town of Minden; thence North 63°25' West, along said Northern Boundary, a distance of 159 feet to a point; thence North 26°35' East, a distance of 120 feet to a point; thence South 63°25' East, a distance of 159 feet to a point; thence South 26°35' West, a distance of 120 feet to POINT OF BEGINNING.

Document No. 418590 is provided to comply with the provisions of NRS 111.312

APN: 1320-29-401-009

**PARCEL 5:**

A parcel of land situate in the Southeast Quarter of the Southwest Quarter of Section 29, Township 13 North, Range 20 East, MDM, and being more particularly described as follows;

Commencing at the Northwest corner of that Parcel shown as A.P.N. 1320-29-401-006 on that Record of Survey for Douglas County, Recorded as Document No. 673541, April 27, 2006, Official Records at Douglas County;

Thence S87°07'33"W, a distance of 1250.51 feet to a point on the North Right-of-Way at Highway 395 and the Point of Beginning;

Thence N62°38'42"W, along said North Right-of-Way, a distance of 146.02 feet;

Thence N01°02'47"E, leaving said North Right-of-Way, a distance of 144.17 feet;

Thence S62°38'45"E, a distance of 209.92 feet;

Thence S27°21'24"W, a distance of 129.24 feet to the Point of Beginning.

Also shown as Parcel 1 on Record of Survey Map recorded May 19, 2011 in as File No. 783462

Document No. 783461 is provided to comply with the requirements of NRS 111.312



APN: 1320-29-401-019

PARCEL 6:

Being a portion of the Southeast 1/4 of Section 30, Township 13 North, Range 20 East, M.D.B.&M. in the County of Douglas, State of Nevada, being more particularly described as follows:

Beginning at the Southeasterly corner of Parcel 4 of the Record of Survey in support of a Boundary Line Adjustment recorded in Book 497, at Page 3362, as Document No. 411708 of the Official Records of said Douglas County, said corner being on the Northeasterly right-of-way line of U.S. Highway 395; thence Northwesterly along said right-of-way line, North 63°25'00" West, 222.97 feet; thence North 23°37'31" East, 104.73 feet; thence North 66°17'29" West, 57.99 feet to a point on the Northwesterly line of that certain parcel described in the Grant, Bargain and Sale Deed, recorded in Book 1286, at Page 4355, as Document No. 147792 of the Official Records of said Douglas County; thence Northeasterly along said Northwesterly line North 23°46'21" East, 284.45 feet; thence South 66°13'39" East, 150.16 feet to a point on the Easterly line of said Parcel 4; thence Southerly along the Easterly line of said Parcel 4, South 0°15'05" West, 9.28 feet; thence South 5°47'19" West, 411.65 feet to the Point of Beginning.

Said parcel of land further imposed as Parcel 4A on that certain Record of Survey recorded September 4, 2003, as Document No. 588800.

Document No. 588801 is provided to comply with the requirements of NRS 111.312.

APN: 1320-30-803-004

PARCEL 7:

A parcel of land situate in the Southeast Quarter of the Southwest Quarter of Section 29, Township 13 North, Range 20 East, MDM, and being more particularly described as follows;

Commencing at the Northwest corner of that Parcel shown as AP.N. 1320-29-401-006 on that Record of Survey for Douglas County, Recorded as Document No. 673541, April 27, 2006, Official Records of Douglas County;

Thence S33°24'41"W, a distance of 222.88 feet;

Thence N62°02'04"W, a distance of 47.82 feet;

Thence S27°13'20"W, a distance of 37.63 feet to the Point of Beginning;

Thence S79°46'18"W, a distance of 95.20 feet;

Thence N62°39'08"W, a distance of 76.71 feet;

Thence S27°21'18"W, a distance of 118.07 feet;

Thence S62°40'37"E, a distance of 82.00 feet to a point on the Westerly Right-of-Way of 8<sup>th</sup>



Street

Thence N26°59'50"E, along said Right-of-Way a distance of 8.19 feet;

Thence continuing along said Right-of-Way, along a non-tangent curve to the right, having a radius of 41.00 feet, through a central angle of 111°40'34", and an arc length of 79.91 feet, a chord bearing of S55°37'44"E and distance of 67.85 feet;

Thence N28°17'01"E, leaving said Right-of-Way a distance of 176.22 feet to the Point of Beginning.

Document No. 781617 is provided to comply with the requirements of NRS 111.312

APN: 1320-29-401-015

PARCEL 8:

A parcel of land situate in the Southwest Quarter of Section 29, Township 13 North, Range 20 East, MDM, and being more particularly described as follows;

Commencing at the intersection of the northerly Right of Way line of U.S. Highway 395, also known as Railroad Avenue, and the Westerly Right of Way line of Seventh Street extended as shown on the certain Record of Survey recorded September 2, 1980, in Book 980, Page 057, as Document No. 48058 of the Official Record of Douglas County, Nevada;

Thence N62°38'42"W, along said Right of Way of U.S. Highway 395 a distance of 159.00 feet the Point of Beginning;

Thence N62°38'42"W, continuing along said Right of Way a distance of 182.17 feet;

Thence N27°21'45"E, leaving said Right of Way a distance of 81.55 feet;

Thence along a curve to the Right, having a radius of 85.00 feet, through a central angle of 56°45'57", an arc length of 84.21 feet;

Thence S62°40'37"E, a distance of 132.33 feet;

Thence S26°59'53"W, a distance of 42.24 feet to the South Right-at-Way of Eighth Street;

Thence S62°38'42"E, along said South Right-at-Way, a distance of 11.17 feet;

Thence S27°21'38"W, leaving said South Right-at-Way, a distance of 110.49 feet to the Point of Beginning.

Document No. 781617 is provided to comply with the requirements of NRS 111.312

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