

A. P. No. 1418-15-110-017
Escrow No. 2472129Nmf

DOUGLAS COUNTY, NV **2014-851840**
Rec:\$18.00
\$18.00 Pgs=5 10/29/2014 01:59 PM
FIRST AMERICAN TITLE STATELINE
KAREN ELLISON, RECORDER

When recorded mail to:

Cielo, LLC
5550 LA Gorce Drive
Miami Beach, FL
33140

DEED OF TRUST
WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made October 29, 2014, between OP
DEVELOPMENT, INC., a California Corporation, herein called "Trustor", whose
address is: 145 Riggs Avenue Merced, CA 95344 FIRST AMERICAN TITLE
INSURANCE CORPORATION, a California Corporation, herein called "Trustee", and
CIELO, LLC, a Delaware limited liability company, whose address is: 5550 LA Gorce
Drive Miami Beach FL 33140 herein called "Beneficiary",

WITNESSETH:

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest
of Trustor in that certain property situate in the County of Douglas, State of Nevada,
more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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 principal sum of
\$636,000.00, according to the terms of a promissory note or notes of even date herewith

made by Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of such additional sums 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.

AND THIS INDENTURE FURTHER WITNESSETH:

1. 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, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws, ordinances and regulations relating to any alterations or improvements 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 any law, covenant, condition or restriction affecting said property; 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. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.

3. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada. Said insurance shall be in such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured. 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. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon the indebtedness secured hereby and in such order as Beneficiary may determine, or, at any part thereof, may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand

11. Should Trustor default in the payment of any indebtedness secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may declare all sums secured hereby immediately due and payable.

12. The following covenants Nos. 1, 2, 3 (interest 5.00%), 5, 6, 7 (counsel fees – a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust, and, notwithstanding any provision of said covenant No. 7 to the contrary, proceeds of any foreclosure sale shall be distributed pursuant to the provisions of Nevada Revised Statutes 40.462.

13. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

14. 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. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

15. 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.

16. In this Deed of Trust, unless the context requires otherwise, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The term “Beneficiary” includes any future holder of the note secured hereby. The term “Trustor” includes the term “Grantor”.

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17. If all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, not caused by the demise of Trustor, which will effect, in law or equity, a divestiture of Trustor's interest or title in said property, the note secured hereby shall accelerate and the entire balance of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable without notice or demand.

TRUSTOR:

OP DEVELOPMENT, INC., a California Corporation

By: [Signature]
GREG OPINSKI

STATE OF NEVADA)
) ss:
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on October 29 2014, 2014,
by GREG OPINSKI.

[Signature]
Notary Public

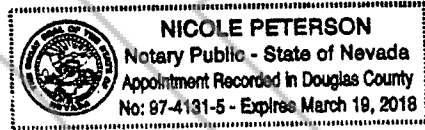


EXHIBIT 'A'

PARCEL I:

**LOT 35 AS SET FORTH ON THE SEVENTH AMENDED MAP OF UPPAWAY SUBDIVISION
RECORDED NOVEMBER 29, 1982 IN BOOK 1182 OF OFFICIAL RECORDS AT PAGE 1259,
DOUGLAS COUNTY NEVADA AS DOCUMENT NO. 73522.**

PARCEL II:

**THOSE CERTAIN EXCLUSIVE PERPETUAL USE EASEMENTS SET FORTH IN DOCUMENTS
RECORDED JULY 27, 1990 IN BOOK 790 OF OFFICIAL RECORDS AT PAGE 3978 AS
DOCUMENT NO. 231122, DOUGLAS COUNTY, NEVADA.**

