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✓ Mya E. Crawford TTEE

DOUGLAS COUNTY, NV 2014-855112
Rec:\$28.00
Total:\$28.00 12/31/2014 02:25 PM
MYA E. CRAWFORD Pgs=15

APN: 1320-04-001-041

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Woodburn and Wedge
Attention: Shay L. Wells
P.O. Box 2311
Reno, Nevada 89505



KAREN ELLISON, RECORDER

MAIL TAX STATEMENTS TO:

Duke Enterprises, LLC
P.O. Box 583
Genoa, NV 89411

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)

Space above this line for Recorder's use

FIRST DEED OF TRUST WITH ASSIGNMENT OF RENTS

This First Deed of Trust with Assignment of Rents ("Security Instrument") is made effective ~~January~~ ^{MARCH} 7, 2014, by and between **Duke Enterprises, LLC**, a Nevada limited liability company, as "Trustor," **First American Title Insurance Company**, a California corporation, as "Trustee," and **The Mya Crawford Revocable Trust, Dated: March 21, 2012**, as "Beneficiary."

WITNESSETH:

THAT TRUSTOR:

Grants the following described collateral to Trustee, in trust, with power of sale, to have and to hold the same unto Trustee and its successors in interest upon the trusts, covenants and agreements herein expressed:

Description of Collateral:

All of the interest of Trustor in that certain real property, situated in the County of Douglas, State of Nevada, more particularly described as Lot 18C in Block J of that certain Record of Survey for CARSON VALLEY BUSINESS PARK, (A COMMERCIAL SUBDIVISION), recorded in the office of the Douglas County Recorder, State of Nevada, on February 25, 2004, in Book 0204, at Page 10912, as Document No. 605598, which is a parcel contained within the Final Map No. 1015-2

CARSON VALLEY BUSINESS PARK, PHASE 2, recorded in the Official Records of Douglas County on September 3, 1998, in Book 998, at Page 562, as Document No. 448664 (the "Property").

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or appertaining and the reversion and reversions and remainder and remainders, rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

TOGETHER WITH all other improvements that are or that may be hereafter erected or placed on the Property.

TOGETHER WITH all water rights and rights to the use of water that are now or that may be hereinafter used in connection with the Property, or any part thereof, or any improvements or appurtenances thereto.

For the Purpose of Securing:

FIRST: Trustor's obligations as Guarantor under that certain Guaranty Agreement dated as of even date herewith (the "Guaranty") pursuant to which Trustor guarantees the obligations of **Craig Crawford** ("Borrower") under that certain Promissory Note dated as of even date herewith (the "Promissory Note"), including his obligation for payment of the principal sum of \$238,500.00, and all renewals, extensions and modifications thereof.

SECOND: Payment and performance of every obligation, covenant and agreement of Trustor contained herein, including repayment of any sums paid or advanced by Beneficiary pursuant to the terms hereof.

THIRD: The expenses and costs incurred or paid by Beneficiary in the preservation and enforcement of the rights and remedies of Beneficiary and the duties and the liability of Trustor hereunder including, but not by way of limitation, attorneys' fees, court costs, witness fees, expert witness fees, collection costs, and costs and expenses paid by Beneficiary in performing for Trustor's account any obligation of Trustor.

To Protect the Security Hereinabove Granted, Trustor Agrees:

A. By the execution and delivery of this Security Instrument, that it will observe and perform all provisions contained herein and in other documents evidencing obligations secured hereby.

B. To keep the Property in good condition and repair; not to remove, demolish or substantially alter any improvement that may be erected or placed thereon, except upon written consent of Beneficiary; to complete or restore promptly and in good and workmanlike manner any portion of the Property which may be constructed, damaged or destroyed thereon; to pay when due

all claims for labor performed and materials furnished therefore; to comply with all laws, ordinances, regulations, conditions and restrictions affecting the Property or requiring any alterations or improvements to be made thereon; not to commit, suffer or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of any law, ordinance, regulation, condition or restrictive covenant; and to pay immediately in full, with interest, all liens, encumbrances, charges and claims on the Property or any part thereof.

C. To pay all taxes or assessments levied or to be levied on this Security Instrument, on any note, notes or debt or interests secured hereby, or on Beneficiary by reason of its ownership of this Security Instrument, or obligations or debts secured hereby, or on account of interest derived therefrom.

D. To appear in and defend at his own expense the interest of Beneficiary and Trustee in any action or proceeding purporting to affect the security hereof, or any of the Property hereby conveyed, or the rights, powers and duties of Beneficiary and Trustee, including, but not limited to, condemnation proceedings.

E. To pay, at least ten (10) days before delinquency, all taxes, assessments, sewer use fees and other governmental levies, charges and impositions, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of every kind or nature whatsoever imposed, assessed or levied which may be or become a lien on the Property; to pay when due, all encumbrances, charges, and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; and to pay all costs, fees and expenses of this Trust.

F. Should Trustor fail to pay any of the obligations or to perform any of the agreements, covenants or conditions herein contained, Beneficiary or Trustee may, without notice to or demand upon, and without releasing Trustor from any obligation hereunder, pay any of such obligations or perform or cause to be fulfilled any of such agreements, covenants or conditions, including, but not limited to, paying or compromising any taxes, assessments, liens or encumbrances, charges or claims against the Property hereby conveyed or encumbered or any part thereof. In exercising any of the rights or powers herein granted, Beneficiary and Trustee may employ counsel, and incur and pay necessary costs and expenses, including the cost of any title search or title insurance, and counsel fees in a reasonable amount. All sums expended, paid or advanced by Beneficiary or Trustee, under the provisions of this Security Instrument, shall be immediately repayable by Trustor upon demand, and shall bear interest at the rate of eleven percent (11.00%) per annum until paid, and shall, with interest thereon, be secured by this Security Instrument.

G. As additional security, Trustor gives to and confers upon Beneficiary the right, power and authority during the continuance of this Security Instrument, to collect the rents, issues and profits of the Property, reserving unto Trustor the right prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any obligation or agreement secured hereby, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at that time, by a receiver to be appointed by a court, enter upon and take

possession of the Property, or any part thereof, sue for or otherwise collect such rents, issues and profits including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness and obligation secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, or any part thereof, the collection of such rents, issues and profits or the application thereof as aforesaid, shall not cure or constitute a waiver of any default or notice of default hereunder or invalidate any act done pursuant to such notice.

It is Further Agreed that:

(1) Trustor, immediately upon obtaining knowledge of the institution of any proceeding for the condemnation of the Property hereby conveyed or any portion thereof, the commencement of negotiations which might result in, or a substantial threat of, any taking under power of eminent domain or sale in lieu thereof, shall notify Trustee and Beneficiary thereof. Trustor will in good faith and with due diligence file, prosecute, negotiate or settle (subject to Beneficiary's right to approve any final settlement) any claim in respect of any such condemnation, taking or sale, and will cause any and all proceeds on account thereof to be paid to the Beneficiary to be applied toward payment of any indebtedness and obligations hereby secured in such order as Beneficiary may determine.

(2) By accepting payment of any sum hereby secured after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums hereby secured or to declare a default for failure to so pay.

(3) Upon payment of all sums hereby secured Beneficiary shall forthwith give to Trustee a written request for issuance of its deed of full reconveyance, stating that all sums secured hereby have been paid and that all other obligations of Trustor have been performed, and shall surrender this Security Instrument to Trustee for cancellation and retention and pay to Trustee its fees. Trustee shall thereupon reconvey the Property then held hereunder without warranty. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto." The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof.

(4) If breach or default be made in payment of any indebtedness secured hereby or in the performance of any obligation, promise or agreement contained herein or secured hereby, then, at any time thereafter, but during the continuation of such breach or default, Beneficiary may at its option, declare all sums secured hereby to be immediately due and payable without demand or notice; and Beneficiary or Trustee shall record in the office of the Recorder of Douglas County, Nevada, a notice of such breach or default and election to cause the Property to be sold to satisfy the indebtedness and obligations secured hereby, as provided by the laws of the State of Nevada with reference to deeds of trust.

On application of Beneficiary, and after not less than the time then required by law having elapsed following the recordation of said notice of default and election to sell, Trustee shall give notice of the time and place of sale in the manner and for a time not less than that required by law,

and without demand on Trustor, Trustee shall sell said collateral at the time and place of sale fixed on said notice of sale, or such part or parts thereof, or such interests therein, and in such order as Beneficiary may determine, at public auction, to the highest bidder for cash in lawful money of the United States to be paid at the time of sale.

Trustee may postpone sale of all or any portions of said collateral by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by announcement at the time fixed by the preceding postponement and without further notice. Trustee may make such sale at the time to which the same shall be so postponed.

Trustee shall deliver to the purchaser its deed, bill of sale, and other appropriate documents of conveyance or transfer, transferring or conveying the collateral so sold, but without any covenant or warranty, express or implied. The recitals in any such deed or other documents of transfer or conveyance of any matters of fact stated either specifically or in general terms, or as conclusion of law or fact, shall be conclusive proof of the truthfulness thereof and such deed or other documents of transfer or conveyance shall be conclusive evidence against all persons as to all matters of fact therein recited.

Any person, including Trustor, Trustee or Beneficiary, may purchase at such sale. Trustor hereby agrees to surrender immediately, and without demand, possession of the Property to any purchaser at any sale held hereunder.

In the conduct of any such sale, Trustee may act itself or through any auctioneer, agent or attorney. In addition to the indebtedness and other obligations secured hereby, Trustor hereby agrees to pay the expenses of such sale and of this Trust, compensation of Trustee in a reasonable amount, counsel fees in a reasonable amount, and also such sums, if any, as the Trustee or Beneficiary shall have paid for procuring an abstract of title, or search of title, or certificate of title, report or insurance as to the condition of the title to the Property, or any part thereof, subsequent to the execution of this instrument, all of such sums shall be secured hereby and be due upon demand. Trustee shall apply the proceeds of any sale held hereunder to the satisfaction of the sums secured hereby, in such order and to such extent as Beneficiary, in the exercise of its absolute discretion, may direct. Any surplus in the hands of the Trustee after the payment of all sums secured hereby shall be paid to the Trustor or such other person or persons legally entitled thereto upon the proof of such right.

Beneficiary, from time to time before the Trustee's sale, may rescind any such notice of default and of election to accelerate the maturity of any indebtedness and to cause said collateral to be sold by executing and delivering to Trustee a written notice of such rescission, which notice, when recorded, shall also constitute a cancellation of any prior declaration of default and demand for sale. The exercise by Beneficiary of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring, or impair the right of beneficiary to execute and deliver to Trustee, as above provided, other declarations of default and demands for sale, notices of default, and of election to cause to be sold the Property to satisfy the obligations hereby

secured, nor otherwise affect any provision, covenant or condition to this Security Instrument, or any of the rights, obligations or remedies of the parties thereunder.

(5) Beneficiary is authorized by itself, its agent or workmen to enter at any reasonable time upon any part of the Property and the improvements situated thereon for the purpose of inspecting the same, and for the purpose of performing any of the acts it is authorized to perform under the terms of this Security Instrument.

(6) This Security Instrument 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 also include not only the original Beneficiary hereunder, but any future assignee of the Guaranty.

(7) Beneficiary may from time to time by instrument in writing appoint a successor or successors to, or discharge and appoint a new Trustee in the place of, any Trustee named herein or acting hereunder, which instrument shall be executed and acknowledged by Beneficiary and recorded in the office of the Recorder of Douglas County, Nevada, and such successor or successors or new Trustee shall have all the estate, powers, and duties of said predecessor Trustee.

(8) No delay or omission by Beneficiary in the exercise of any right or remedy accruing upon any default or in the doing of any of the matters and things permitted to be done by her under the terms and provisions of this Security Instrument shall impair any such right or remedy, or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature; and every such right or remedy may be exercised from time to time and as often as it is deemed expedient by Beneficiary.

(9) The rights and remedies of Beneficiary upon the occurrence of one or more defaults by Trustor (whether such rights and remedies are conferred by statute, by rule of law, by this Security Instrument, or otherwise) may be exercised by Beneficiary, in the sole discretion of Beneficiary, either alternatively, concurrently or consecutively, in any order. The exercise by Beneficiary, or by Trustee at the express direction of Beneficiary, of any one or more of such rights and remedies shall not be construed to be an election of remedies nor a waiver of any other rights and remedies Beneficiary might have unless, and limited to the extent that, Beneficiary shall so elect or so waive by an instrument in writing delivered to Trustee.

(10) The following covenants, Numbers 1, 2 (\$300,000.00), 3, 4 (11.00%), 5, 6, 7, 8 and 9 of the Nevada Revised Statutes 107.030, when not contained in or inconsistent with other covenants and provisions herein contained, are hereby adopted by this reference and made a part of this Security Instrument.

(11) Trustor shall promptly notify Beneficiary of any loss or damage to the Property or its improvements. Beneficiary may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Beneficiary may, at Beneficiary's election, require Trustor to apply any insurance

proceeds to the restoration and repair of the Property and improvements. If Beneficiary elects to apply the proceeds to restoration and repair, Trustor shall repair or replace the damaged or destroyed Property and improvements to Beneficiary's satisfaction.

(12) Upon request of Beneficiary not more than once a year, Trustor shall furnish to Beneficiary a report on each existing policy of insurance showing: (i) the name of the insurer; (ii) the risks insured; (iii) the amount of the policy; (iv) the property insured, the then current replacement value of such property, and the manner of determining that value; and (v) the expiration date of the policy.

(13) Trustor shall perform its obligations as landlord under the lease between Trustor as landlord and Rep Plumbing as tenant, dated January 22, 2014 (the "Lease"), and shall neither take any action, nor fail to take any action, if the action or failure would be inconsistent with the commercially reasonable management of the Property for the purpose of enhancing its long-term performance and value. For purposes of this paragraph, it shall not be commercially reasonable for Trustor to terminate the Lease at the conclusion of the initial Lease term unless: (i) Rep Plumbing is in default on its obligations under the Lease at the conclusion of the initial term; or (ii) Trustor has a replacement tenant who has been approved, in writing, by Beneficiary at least thirty (30) days prior to the conclusion of the initial Lease term.

(14) Should Trustor or any assignee or successor or grantee of Trustor execute a general assignment for the benefit of creditors or its equivalent, or voluntarily file or involuntarily have filed against them a petition in bankruptcy or apply for any other form of debtor's relief under the Bankruptcy Act, Title 11, United States Code, or any other state or federal law, such occurrence shall constitute a default under this Security Instrument and Trustor's obligations under the Guaranty hereby secured.

(15) The words "Beneficiary" and "Trustor" as used herein shall include the plural as well as the singular, and the neuter and masculine shall include the masculine and feminine genders, and if there be more than one Trustor, the obligations hereunder imposed upon the Trustor shall be joint and several.

(16) In the event that any provision of this Security Instrument is declared invalid or inoperable, said declaration shall not affect the validity of any other provision hereof.

(17) Any notice or demand required or permitted to be given by law or any communication hereunder shall be in writing and shall be considered given (1) personal service of a copy on the party to be served; or (2) proper deposit of a copy of such notice in the United States Mail, by certified or registered mail, postage prepaid, receipt for delivery requested, addressed to the party to be served. Notices mailed pursuant to clause (2) shall be mailed to the respective party at the address set forth below:

If to the Trustor:

Duke Enterprises, LLC
2528 Business Parkway, Suite C
Minden, Nevada 89423

If to the Beneficiary: The Mya Crawford Revocable Trust, Dated: March 21, 2012
Attn: Mya Crawford
Post Office Box 583
Genoa, Nevada 89411-0583

If to the Trustee: First American Title Insurance Company
1 First American Way
Santa Ana, CA 92707

or to such other address or addresses as the parties shall from time to time give by written notice to the other.

(18) This Security Instrument cannot be changed or amended except by an agreement in writing signed by the party against whom enforcement of the change is sought.

(19) Trustor shall not sell, assign or otherwise transfer any interest in the Property, other than a leasehold interest with a term no greater than ten (10) years (including options to renew or extend), without Beneficiary's prior written consent.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Trustor has executed and delivered this Security Instrument as of the day and year first above written.

TRUSTOR:

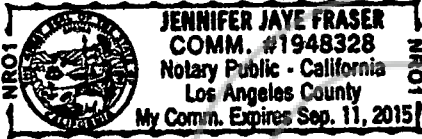
DUKE ENTERPRISES, LLC,
a Nevada limited liability company

By: *Vicki Roy*
Vicki Roy, Manager

By: *Craig Crawford*
Craig Crawford, Member

STATE OF California)
COUNTY OF Los Angeles) ss.

This instrument was acknowledged before me on November 26, 2014, by VICKI ROY as Manager of Duke Enterprises, LLC, a Nevada limited liability company.

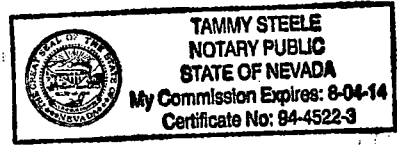


Jennifer Jaye Fraser
Notary Public
My Commission Expires: 09/11/2015

STATE OF NEVADA)
COUNTY OF Carson City) ss.

This instrument was acknowledged before me on March 7, 2014, by CRAIG CRAWFORD as Member of Duke Enterprises, LLC, a Nevada limited liability company.

Tammy Steele
Notary Public
My Commission Expires: 8/14/14



GUARANTY AGREEMENT

This Guaranty Agreement ("Guaranty") is entered into by **Duke Enterprises, LLC**, a Nevada limited liability company ("Guarantor"), in favor of **The Mya Crawford Revocable Trust, Dated: March 21, 2012** (together with its successors and assigns, "Lender"), and made effective as of March 7, 2014.

Recitals

In order to induce Mya Crawford to enter into a Marital Settlement Agreement dated March 7, 2014 (the "MSA"), **Craig Crawford** ("Borrower") has executed a Promissory Note dated of even date herewith (the "Note") with a principal sum obligation of Two Hundred Thirty-Eight Thousand, Five Hundred and No/100 Dollars (\$238,500.00) (the "Indebtedness") made by Borrower to the order of Lender. As a condition precedent to entering into the MSA and agreeing to accept the payment of the Indebtedness on the terms set forth in the Note, Lender has required that Guarantor execute and deliver this Guaranty to Lender. Capitalized terms not otherwise defined in this Guaranty have the meanings ascribed to them in the Note.

Agreements

1. Guaranty of Payment and Performance. Guarantor unconditionally, and irrevocably guarantees to Lender and to its successors, endorsees, and assigns, the full and prompt payment of the Note in accordance with its terms, when due, by acceleration or otherwise, and any renewals, modifications, extensions or replacements of the Note, and the full, prompt, and complete performance of all obligations of Borrower set forth in each and every "Loan Document" (as defined in Section 11 of the Note).

2. Modifications Of Loan Documents. Guarantor shall continue to be liable under this Guaranty, and its provisions shall remain in full force and effect notwithstanding: (a) any modification, agreement, or stipulation between Borrower and Lender or their respective successors and assigns, with respect to the Loan Documents; (b) Lender's waiver of or failure to enforce any of the terms, covenants, or conditions contained in the Loan Documents, or any modification of the Loan Documents; or (c) any release of any real property, personal property, or other collateral then held by the Lender as security for the performance of the obligations guaranteed hereby.

3. Liability of Guarantor. The liability of Guarantor pursuant to this Guaranty Agreement is a guarantee of payment and performance and not of collectability, and is not conditional or contingent on the genuineness, validity, regularity, or enforceability of the Loan Documents or other instruments relating to the obligations hereby guaranteed, or the pursuit by Lender of any remedies that it now has or may hereafter have with respect thereto.

4. Effect of Bankruptcy. The liability of Guarantor under this Guaranty Agreement shall in no way be affected by: (a) the release or discharge of Borrower in any creditor proceeding, receivership, bankruptcy, or other proceeding; (b) the impairment, limitation, or modification of

the liability of Borrower or the estate of Borrower, or of any remedy for the enforcement of Borrower's liability, resulting from the operation of any present or future provision of the Bankruptcy Code (Title 11 of the United States Code, as amended) or any bankruptcy, insolvency, debtor relief statute (state or federal), or any other statute, or from the decision of any court; (c) the rejection or disaffirmance of the Indebtedness, or any portion of the Indebtedness, in any such proceeding; or (d) the cessation, from any cause whatsoever, whether consensual or by operation of law, of the liability of Borrower to Lender.

5. Claims in Bankruptcy. Guarantor will file all claims against Borrower in any bankruptcy or other proceeding in which the filing of claims is required by law on any indebtedness of Borrower to the Guarantor, and will assign to Lender all rights of Guarantor on any such indebtedness. If Guarantor does not file any such claim, Lender, as attorney-in-fact for Guarantor, is authorized to do so in the name of Guarantor, or, in Lender's discretion, to assign the claim and to file a proof of claim in the name of Lender's nominee. In all such cases, whether in bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Lender the full amount of any such claim, and, to the full extent necessary for that purpose, Guarantor assigns to Lender all of Guarantor's rights to any such payments or distributions to which Guarantor would otherwise be entitled.

6. Waiver of Subrogation Rights and Other Suretyship Defenses. Guarantor waives the right to require Lender to proceed against Borrower, to foreclose any lien on any of Borrower's real or personal property, or to exercise any right or remedy under the Loan Documents. Guarantor expressly agrees that Lender may enforce this Guaranty without first pursuing any of the foregoing. However, Guarantor's waiver does not apply to the rights afforded the Guarantor pursuant to NRS 40.430. Guarantor also agrees that nothing contained in this Guaranty shall prevent Lender from suing on the Note or from exercising any rights available to it thereunder or under any of the Loan Documents, and that the exercise of any of the aforesaid rights shall not constitute a legal or equitable discharge of Guarantor. Guarantor understands and acknowledges that the exercise by Lender of certain rights and remedies contained in the Loan Documents may affect or eliminate Guarantor's right of subrogation against Borrower and that Guarantor may therefore succeed to a partially or totally non-reimbursable liability hereunder. Notwithstanding the foregoing, Guarantor hereby authorizes and empowers Lender to exercise, in Lender's sole discretion, any rights and remedies, or any combination thereof, which may then be available since it is the intent and purpose of Guarantor that the obligations hereunder shall be absolute, independent, and unconditional under any and all circumstances as permitted by Nevada law.

7. Financial Statements and Tax Returns. Guarantor agrees to timely provide to Lender all financial statements and tax returns as reasonably requested by Lender.

8. Waiver of Other Defenses. Guarantor hereby expressly waives the following: (a) diligence and demand of payment; (b) all notices to Guarantor, to Borrower, or to any other person, including, but not limited to, notices of the acceptance of this Guaranty, or the creation, renewal, extension, modification, or approval of any obligations contained in the Loan Documents or notice of any other matters relating thereto; (c) all demands whatsoever; (d) any statute of limitations affecting liability under this Guaranty or the enforcement of this Guaranty; (e) any duty on the part of the Lender to disclose to Guarantor any facts it may now or hereafter know about Borrower, regardless of whether Lender has reason to believe that any such facts

materially increase the risk beyond that which Guarantor intends to assume, or has reason to believe that such facts are unknown to Guarantor, or has a reasonable opportunity to communicate such facts to Guarantor, it being understood and agreed that Guarantor is fully responsible for being and keeping informed of the financial condition of Borrower and of all circumstances bearing on the risk of non-payment of the Indebtedness hereby guaranteed; (f) all principles or provisions of law that conflict with the terms of this Guaranty. Moreover, to the fullest extent allowed under Nevada law, Guarantor agrees that its obligation shall not be affected by any circumstances that constitute a legal or equitable discharge of a guarantor or surety.

9. Subordination of Guarantor's Rights. Until all terms, covenants, and conditions of the Loan Documents on the Borrower's part to be performed and observed are fully paid, performed and observed, Guarantor: (a) shall have no right of subrogation against Borrower by reason of any payments or acts of performance by Guarantor in compliance with the obligations of Guarantor under this Guaranty; (b) waives any right to enforce any remedy that Guarantor shall have against Borrower by reason of any one or more payments or acts of performance and compliance with the obligations of Guarantor under this Guaranty; and (c) subordinates any liability or indebtedness of Borrower held by Guarantor to the obligations of Borrower to Lender under any of the Loan Documents or any other instrument of indebtedness.

10. Applications of Payments and Refunds. With or without notice to Guarantor, Lender, in its sole discretion and from time to time and in such manner and on such terms as it deems fit, may: (a) apply any or all payments or recoveries from Borrower, from Guarantor, or from any other guarantor or endorser under this or any other instrument, or payments or recoveries realized from any security, in such manner, order, or priority as Lender sees fit, to the Indebtedness of Borrower to the Lender under the Loan Documents; and (b) refund to Borrower any payment received by Lender on the Indebtedness hereby guaranteed and payment of the amount refunded shall be fully guaranteed hereby.

11. Procedure upon Default. In circumstances where Lender is entitled to exercise its remedies to realize upon the security for this Guaranty, Lender shall have the right to proceed against any portion of the security in such order and in such manner as Lender may deem fit, without waiving any rights with respect to any other portion of the security. A default under any of the other Loan Documents shall constitute a default for purposes of this Guaranty.

12. Financing Statements. Guarantor shall, and Lender is hereby authorized in the name of Guarantor, from time to time, to execute and file financing statements and continuation statements, to execute such other documents, and take such other action as Lender deems necessary or appropriate to perfect, preserve and enforce its rights hereunder.

13. Indemnification. Guarantor agrees to indemnify Lender from all loss, damage and expense, including reasonable legal fees and expenses, and the costs of any settlement or judgment, incurred in connection with (a) any suit or proceeding in or to which Lender may be made a party for the purpose of protecting any lien securing Guarantor's obligations under this Guaranty, (b) any breach by Borrower of the Loan Documents, or (c) an order of a governmental authority directed to Lender and/or Guarantor requiring the testing, remediation or clean-up of any contamination, in, on, or about any property which is encumbered by the Deed of Trust

securing Guarantor's obligations hereunder. This indemnification shall be an obligation of the Guarantor and shall survive any foreclosure sale of any encumbered property.

14. Miscellaneous.

13.1 Notice. All notices required or permitted to be given by law or by the terms of this Guaranty shall be in writing and shall be considered given upon: (1) personal service of a copy on the party to be served; or (2) proper deposit of a copy of such notice in the United States Mail, by certified or registered mail, postage prepaid, receipt for delivery requested, addressed to the party to be served. Notices mailed pursuant to clause (2) shall be mailed to the respective party at the address set forth below:

Guarantor:

Duke Enterprises, LLC
2528 Business Parkway, Suite C
Minden, Nevada 89423

Lender:

The Mya Crawford Revocable Trust,
Dated: March 21, 2012
Post Office Box 583
Genoa, Nevada 89411-0583

Any change in the address of any party shall be given by the party having such change to the other party in the manner provided above. Thereafter, all notices shall be given in accordance with the notice of change of address. Notices given before actual receipt of the notice of change of address shall not be invalidated by the change of address.

13.2 Successors And Assigns. This Guaranty shall be binding on Guarantor, and Guarantor's successors, and assigns, and shall inure to the benefit of and shall be enforceable by Lender, its successors, and assigns.

13.3 Joint And Several Liability. Should this Guaranty be executed by more than one party as Guarantor, all obligations herein contained shall be deemed to be the joint and several obligations of each party executing this Guaranty as Guarantor.

13.4 Gender And Number. As used herein, the singular shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, if the context so requires.

13.5 Non-waiver. No provision of this Guaranty or right of Lender under this Guaranty can be waived, nor can Guarantor be released from its obligations under this Guaranty except by a writing duly executed by an authorized representative of Lender.

13.6 Attorneys' Fees. Guarantor agrees to pay to Lender the amount of all attorneys' fees and costs incurred by Lender under and pursuant to this Guaranty or the Loan Documents, or in the defense or enforcement of Lender's interest (whether or not Lender files a lawsuit against Guarantor) in the event Lender retains counsel, or incurs costs in order to obtain legal advice, enforce any of its rights, or defend any action or proceeding under or in any way arising out of this Guaranty or the Loan Documents. If either Guarantor or Lender files any action

against the other based in whole or in part upon the rights and obligations of this Guaranty, the prevailing party in such action shall be entitled to recover attorneys' fees and court costs.

13.7 Choice Of Law. This Guaranty shall be governed by and construed in accordance with the laws of the United States and the State of Nevada, where applicable. Guarantor and Lender further agree that the full and exclusive forum for the determination of any action relating to this Guaranty, the Note, the Deed of Trust, the Loan Documents, or any other document or instruments delivered in favor of Lender pursuant to the terms hereof shall be either an appropriate Court of the State of Nevada or the United States District Court for the District of Nevada.

13.8 Severability. Every provision of this Guaranty is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the other terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

13.9 Time Is Of The Essence. Time is of the essence under this Guaranty and any amendment, modification, or revision hereof.

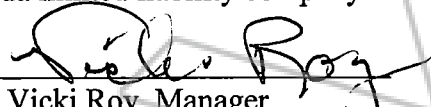
13.10 Counterparts. This Guaranty may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

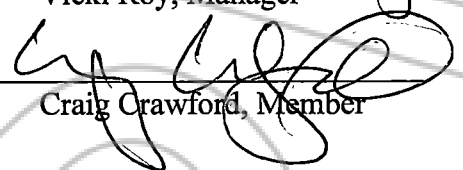
[Signatures on Following Page]

IN WITNESS WHEREOF, the Guarantor has executed and delivered this Guaranty Agreement on the day and year first above written.

GUARANTOR:

DUKE ENTERPRISES, LLC,
a Nevada limited liability company

By: 
Vicki Roy, Manager

By: 
Craig Crawford, Member