

APN No. 1320-33-401-015
1320-33-401-016
1320-33-401-018
1320-33-401-029
1320-33-401-030
1320-33-401-031
1320-33-401-032

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)

NEGATIVE PLEDGE AGREEMENT

THIS AGREEMENT dated March 15, 2015, by and between **NEVADA STATE BANK** (the "Lender") and **SEE HORSE I, LLC**, a Nevada limited liability company ("See Horse");

RECITALS:

WHEREAS, Lender and **G PEG I, LLC**, a Nevada limited liability company, **G PEG II, LLC**, a Nevada limited liability company, and **G PEG III, LLC**, a Nevada limited liability company (collectively, the "Borrower"), have entered into a loan transaction (the "Loan") evidenced by a Reducing Revolving Line of Credit Loan Agreement (the "Loan Agreement") and a Reducing Revolving Line of Credit Promissory Note in the original principal amount of \$16,500,000.00 each dated as of October 31, 2012;

WHEREAS, Lender and Borrower have concurrently herewith amended the Loan, including an increase in the maximum committed amount thereunder to \$18,300,000.00 and, as a condition

thereof, See Horse has entered into an Assumption Agreement under the terms of which See Horse has assumed and agreed to pay and perform the obligations of Borrower, as a co-obligor, under the Loan; and

WHEREAS, Lender is willing to enter into the amendment to the Loan on the condition that See Horse agrees not to encumber or transfer title to certain real property owned by See Horse;

NOW, THEREFORE, for and in consideration of the Lender's agreement to amend the Loan, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both See Horse and Lender, the parties hereto do agree as follows:

1. **Property**. Subject to the terms of Paragraph 6 below, See Horse hereby agrees that, for so long as any part of the Loan remains outstanding, that it will not, without first obtaining the prior written consent of Lender, create or permit any lien, encumbrance, charge, or security interest of any kind to exist on that certain real property located in Douglas County, Nevada, described on Exhibit "A" attached hereto, or any equipment and machinery used in connection with the business operations on such real property nor will See Horse transfer, sell, assign or in any manner dispose of such real or personal property or any interest therein (except for easements, rights of way and similar rights granted in connection with the provision of utilities to the Property or in connection with any construction on the Property).

2. **Recording**. Lender is hereby authorized and permitted to cause this instrument to be recorded at such time and at such place as Lender, at its option, may elect.

3. **Representations and Warranties of Borrower**. See Horse represents and warrants to Lender as follows:

(i) That See Horse owns the real and personal property referenced above and there are no existing liens, security interests or encumbrances (other than easements) upon or affecting such property.

(ii) See Horse is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Nevada and has all requisite power and authority to enter into this Agreement.

(iii) The continued validity in all respects of the aforesaid representations and warranties shall be a condition precedent to Lender's obligation to continue to fund the Loan. If any of the representations and warranties shall not be correct at the time the same is made or at the time a request for an advance under the Loan is made, Lender will be under no obligation to make any such advance under the Loan.

4. **Covenants.** See Horse shall promptly notify Lender of (i) any material change in the property described above, (ii) any change in See Horse 's residence or location, (iii) any change in the state where See Horse is organized or registered, and (iv) the occurrence of any default under this Agreement.

5. **Default.** Any failure by the See Horse to comply with the terms of this Agreement shall constitute an event of default under the documents evidencing the Loan and See Horse agrees that in such event the Lender shall have the right, in addition to such other remedies as may be available to it, to injunctive relief enjoining such breach of this Agreement and neither See Horse, nor its members, managers, employees, agents or representatives shall argue that such remedy is not appropriate under the circumstances, it being expressly acknowledged by See Horse that such action shall cause the Lender irreparable damage for which legal remedies are inadequate to protect the Lender.

6. **Termination.** Provided that the Borrower is then in full compliance with the financial covenants contained in the Loan Agreement on the first date such financial covenants are measured by Lender following September 30, 2016, then Lender shall execute and record such documents as may be required to terminate this Agreement. Subject to the foregoing early termination provision, this Agreement shall remain in full force and effect until the Loan described above shall have been paid in full and any commitment of Lender to make future advances with respect to the Loan shall have terminated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

SEE HORSE, LLC, a Nevada limited liability company

By: 

**MICHAEL E. PEGRAM
Manager**

"See Horse"

NEVADA STATE BANK

By: [Signature]
RICHARD THOMAS
Its: Vice President

"Lender"

STATE OF NEVADA)
)ss.
COUNTY OF Douglas)

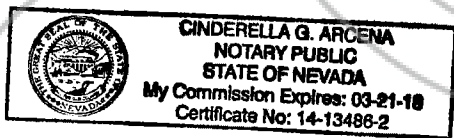
This instrument was acknowledged before me on March 11, 2015,
by Michael E. Pegram, Manager of See Horse I, LLC.



[Signature]
Notary Public
My commission expires: 5/1/2016

STATE OF NEVADA)
)ss.
COUNTY OF Washoe)

This instrument was acknowledged before me on March 12, 2015,
by Richard Thomas, Vice President of Nevada State Bank.



[Signature]
Notary Public
My commission expires: 03-21-18

EXHIBIT "A"

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

PARCEL I:

Those portions of Section 33, Township 13 North, Range 20 East, M.D.B.&M., in the county of Douglas, State of Nevada, being more particularly described as follows:

Portion East of Gilman Avenue (Nevada Highway 756):

Beginning at the intersection of the Southwesterly right of way line of U.S. Highway 395 and the Southeasterly right of way line of Gilman Avenue (Nevada Highway 756); thence Southeasterly along said Southwesterly line South 44°54'00" East, 195.64 feet; thence South 45°33'06" West, 221.32 feet; thence North 45°08'18" West, 142.31 feet; thence South 44°49'48" West 60.00 feet; thence North 45°08'18" West 50.10 feet to a point on said Southeasterly right of way line of Gilman Avenue; thence Northeasterly along said right of way line North 44°44'26" East, 282.12 feet to the Point of Beginning.

Portion West of Gilman Avenue (Nevada Highway 756):

Beginning at the intersection of the Southwesterly right of way line of U.S. Highway 395 and the Northwesterly right of way line of Gilman Avenue (Nevada Highway 756); thence Southwesterly along said Northwesterly line South 44°44'26" West, 283.78 feet to the most Easterly corner of that certain parcel of land described in Document No. 385695 of Official Records of Douglas County; thence North 44°58'06" West 208.22 feet to a point on the Southeasterly line of Lot 8 of the Rahbeck Addition to the Town of Gardnerville as said map was recorded in Book "B" of Miscellaneous Records at Page 464, Official Records of said Douglas County; thence Northeasterly along said Southeasterly line North 44°44'53" East 4.00 feet to the most Easterly corner of that certain parcel of land described in Document No. 183059 of the Official Records of said Douglas County; thence Northwesterly along the Northeasterly line of said parcel North 44°58'06" West 131.03 feet to the most Northerly corner of said parcel; said corner being a point on the Northwesterly line of Lot 6 of said Rahbeck Addition to the Town of Gardnerville; thence Northeasterly along said Northwesterly line North 44°49'11" East 85.54 feet to the most Northerly corner of said Lot 8; thence North 44°45'53" East 194.64 feet to a point on said Southwesterly right of way line of U.S. Highway 395; thence Southeasterly along said Southwesterly right of way line South 44°54'00" East 208.19 feet to the Point of Beginning.

The above metes and bounds description appeared previously in that certain Grant, Bargain, Sale Deed recorded December 10, 2001 in Book 102, Page 462 as Document No. 531471 of Official Records.