DOUGLAS COUNTY, NV

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OLD REPUBLIC TITLE (OREM) KAREN ELLISON, RECORDER

APN: 1319-30-712-007

This instrument was prepared by and after recordation should be returned to:

Jonathan K. Hansen Hansen Black Anderson Ashcraft PLLC 3051 West Maple Loop Drive, Suite 325 Lehi, Utah 84043

1620321HM

DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

This Deed of Trust, Assignment of Leases and Rents and Security Agreement ("Deed of Trust") is made and entered into as of November 2, 2016, by GREENPAY LLC, a Wyoming limited liability company ("Trustor"), whose address is 2600 East Bidwell Street, Suite 190, Folsom, California 95630; TICOR TITLE OF NEVADA, INC. ("Trustee"), whose address is 307 West Winnie Lane, Suite 1, Carson City, Nevada 89703; and TYPENEX CO-INVESTMENT, LLC, a Utah limited liability company, its successors and assigns ("Beneficiary"), whose address is 303 East Wacker Drive, Suite 1040, Chicago, Illinois 60601.

A. Recitals.

- Trustor and MYECHECK, INC., a Wyoming corporation and affiliate of Trustor ("MyECheck," and together with Trustor, "Borrower"), are together the makers of (a) that certain Secured Convertible Promissory Note dated November 2, 2016 in the original principal amount of \$1,038,978.61 (the "Typenex Forbearance Note"); and (b) that certain Secured Convertible Promissory Note dated November 2, 2016 in the original principal amount of \$664,356.84 (the "TCA Forbearance Note," and together with the Typenex Forbearance Note, the "Notes"), each representing Borrower's indebtedness. Trustor is a borrower under the Notes and shall materially benefit from the loan to Borrower evidenced by the Notes.
- Trustor and Beneficiary desire and intend that the Notes be secured by this Deed of Trust and other documents and agreements. This Deed of Trust, the Notes and all other documents and agreements entered into in connection with or given as security for the Notes are referred to collectively as the "Loan Documents" and singularly as a "Loan Document."

B. Granting Clause.

Trustor irrevocably grants, bargains, sells, transfers, assigns and conveys to Trustee in trust, with power of sale, for the benefit and security of Beneficiary:

- (1) All Trustor's right, title and interest in and to that real property situated in Douglas County, Nevada, more particularly described on **Exhibit A** attached hereto and incorporated by reference, together with Trustor's interest in all and singular the rights, privileges, tenements, hereditaments and appurtenances now or hereafter belonging or in any way appertaining thereunto, the reversion and reversions, remainder and remainders, together with all rents, issues, profits, royalties, oil, gas or mineral rights, income and other benefits derived from the real property, subject to the right, power and authority hereinafter given to Trustor to collect and apply such rents;
- (2) All leasehold estate, right, title and interest of Trustor in and to all leases or subleases covering the real property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, including without limitation, all cash or security deposits, advance rentals and deposits, or payments of similar nature;
- (3) All interests, estates or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the real property;
- (4) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the real property; and all property affixed to or located upon the premises, which, to the fullest extent permitted by law, shall be deemed fixtures and a part of the real property, including all machinery, equipment, appliances, fittings, furniture, all materials delivered to the premises for incorporation or use in any construction being conducted thereon, and other personal property of every nature whatsoever now or hereafter owned by Trustor and located in, on, or used or intended to be used in connection with or with the operation of the real property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, and replacements of any of the foregoing; and all of the right, title and interest of Trustor in any such personal property or fixtures, together with the benefit of any deposits or payments now or hereafter made by Trustor or on its behalf, with respect thereto or any estate, right, title or interest Trustor may hereafter acquire therein. To the extent any property covered by this Deed of Trust consists of rights in action or personal property covered by the Uniform Commercial Code, this Deed of Trust constitutes a security agreement and is intended to create a security interest in such property in favor of Beneficiary. This Deed of Trust shall be self-operative with respect to such property, but Trustor agrees to execute and deliver on demand such security agreements, financing statements and other instruments as Beneficiary may request in order to impose the lien hereof more specifically upon any of such property. If the lien of this Deed of Trust on any property be subject to a prior security agreement covering such property, then in the event of any default hereunder, all the right, title and interest of Trustor in and to any and all deposits thereon is hereby assigned to Beneficiary, together with the benefit of any payments now or hereafter made thereon;
- (5) All right, title and interest of Trustor in and to all streets, roads and public places, opened or proposed; and all easements and rights of way, public or private, now or hereafter used in connection with the real property and premises thereon:

- (6) All awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the property referred to above as a result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, or (iii) any other injury to or decrease in the value of such property, together with any amounts received by Trustor in settlement in lieu of any of the foregoing, to the extent of all amounts which may be secured by this Deed of Trust at the date of receipt of any such award or payment by Beneficiary, and of the reasonable attorney fees, costs and disbursements incurred by the Trustee or Beneficiary in connection with the collection of such award or payment. Trustor agrees to execute and deliver, from time to time, such further instruments as may be requested by Beneficiary to confirm such assignment to the Trustee and Beneficiary of any such award or payment.
- (7) All right, title and interest in and to all tangible and intangible personal property, now owned or hereafter acquired by Trustor necessary to the real property.

Such leasehold interests, real and personal property, together with such tenements, hereditaments, appurtenances, reversions, rents, issues, profits, buildings, easements, equipment, awards, and any other property interest referred to in Subparagraphs 1, 2, 3, 4, 5, 6 and 7 above are hereinafter referred to as the "**Property**."

ARTICLE I

PURPOSE OF DEED OF TRUST AS SECURITY

This Deed of Trust is for the purpose of securing:

- 1.01 <u>Covenants and Conditions of Deed of Trust</u>. Performance of each and every term, covenant and condition incorporated by reference or contained herein.
- 1.02 <u>Payment on Notes</u>. Payment of the indebtedness evidenced by the Notes, and any extensions, revisions, modifications, amendments, substitutions, or renewals thereof, in the principal sums of One Million Thirty-Eight Thousand Three Hundred Fifty and 17/100 Dollars (\$1,038,978.61) for the Typenex Forbearance Note and Six Hundred Sixty-Four Thousand Two Hundred Eighty and 17/100 Dollars (\$664,282.17) for the TCA Forbearance Note, each executed by Borrower, and in favor of Beneficiary or order, with interest thereon, according to the terms thereof and the performance and discharge of each and every obligation of Borrower set forth in the Notes.
- 1.03 Other Indebtedness. Payment of such additional amounts as may be hereafter loaned by Beneficiary or its successor to Trustor or any successor in interest of Trustor, with interest thereon, and any other indebtedness or obligation of Trustor, payable to or acquired by Beneficiary or its successor, and any present or future demands of any kind or nature which Beneficiary, or its successor, may have against Trustor, whether created directly, acquired by assignment or subrogation, whether absolute or contingent, whether due or not, or whether otherwise secured or not, or whether existing at the time of the execution of this instrument or arising thereafter, including any guarantees or other obligations of like kind or nature provided

such other indebtedness is evidenced by an instrument or document reciting that it is secured by this Deed of Trust; also as security for the payment and performance of every obligation, covenant, promise or agreement herein, contained in the Notes and the other Loan Documents. Trustor grants to Beneficiary the right to record notice that this Deed of Trust is security for additional amounts and obligations not specifically mentioned herein but which constitute indebtedness or obligations of Trustor for which Beneficiary may claim this Deed of Trust as security.

- 1.04 <u>Performance</u>. Due, prompt and complete observance and performance of each and every obligation, covenant and agreement of Trustor and Borrower contained herein, in the Loan Documents, or in any other instrument executed by Trustor or Borrower for the purpose of further securing the indebtedness and obligation represented by the Notes.
- 1.05 Advances to Successive Owners. Such additional sums with interest thereon as may be hereafter borrowed from Beneficiary, its successors or assigns, by Borrower or the then record owner or owners of the Property when evidenced by another promissory note or notes which are by the terms thereof secured by this Deed of Trust.
- 1.06 <u>Protection of Property</u>. Payment of all sums advanced by Beneficiary to protect the Property.

ARTICLE II

WARRANTIES OF TRUSTOR

Trustor represents and warrants that:

- 2.01 <u>Title</u>. Trustor has full, complete and marketable title to the Property.
- 2.02 <u>Lien on Property</u>. This Deed of Trust is and will remain a valid and enforceable first lien on the Property subject only to those exceptions herein approved of in writing by Beneficiary, provided, however, that as to those exceptions and encumbrances permitted to be shown, Trustor warrants that they do not interfere with the use and enjoyment for their intended purposes of the improvements now or hereafter located on the Property, and that there are no present violations on said Property of any enforceable covenants, conditions and restrictions affecting the Property.
- 2.03 <u>Information and Financial Statements</u>. All information and financial statements furnished or to be furnished to Beneficiary by or on behalf of Trustor or Borrower in connection herewith or the Notes or any other instrument or obligations secured are true and correct.
- 2.04 <u>Valid Agreements</u>. The Loan Documents, and all other instruments and agreements in connection therewith or the transactions in connection with which the Loan Documents are given are valid and binding obligations of the parties thereto, enforceable in accordance with their terms.

- 2.05 <u>Rents, Issues and Profits</u>. The rents, issues and profits, if any, arising from or in connection with the Property or any portion thereof have not heretofore been assigned.
- 2.06 No Violation. Trustor is not in default or violation with respect to any final judgment, writ, injunction, decree or regulation of any court or any federal, state, municipal or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, which has jurisdiction over the property of Trustor. There is no action, suit or proceeding pending, including, without limitation, condemnation proceedings, or, to the best of Trustor's knowledge, threatened against or affecting Trustor or the Property, in any court of law or in equity, before any governmental or quasi-governmental instrumentality, whether state, federal, county, or municipal, which may result in any material adverse change in the business prospects, profits or condition or Trustor. Neither the execution and delivery of the Loan Documents by Trustor, nor compliance by Trustor with the terms, covenants and conditions of the Loan Documents will conflict with or constitute a default under any agreement or other instrument to which Trustor is bound or result in the creation or imposition of any lien, charge or encumbrance, of any nature whatsoever, upon the Property.
- 2.07 <u>Enforceability</u>. Trustor has not performed any act and is not bound by any instrument which would prevent Beneficiary from enforcing this Deed of Trust.

2.08 Regulated Substances.

- (a) As used herein, "Regulated Substance" means any substance, material, or matter that may give rise to liability under any Environmental Laws. "Environmental Laws" means any local, state, or federal laws, rules, ordinances, or regulations either in existence as of the date hereof or enacted or promulgated after the date of this Deed of Trust that concern the existence, management, control, discharge, treatment, containment, or removal of substances or materials that are or may become a threat to public health or the environment or any common law theory based on nuisance, trespass, negligence, strict liability, or other tortuous conduct.
 - (b) Trustor represents, warrants and acknowledges that:
- (i) Trustor has carried out due and diligent inquiry including appropriate inquiry into previous ownership and uses of the Property consistent with customary practices in an effort to minimize liability under the Environmental Laws;
- (ii) To the best of Trustor's knowledge, after due and diligent inquiry: (1) Trustor has no knowledge of any deposit, storage, seepage, or filtration of oil, petroleum, or chemical liquids or solids, liquid, or gaseous products or any Regulated Substances at, upon, under, or within the Property or any contiguous real estate, and (2) Trustor has not caused or permitted to occur, and Trustor agrees that it shall not permit to exist, any condition that may cause a discharge of any Regulated Substances at, upon, under, or within the Property or on any contiguous real estate;
- (iii) Neither Trustor nor, to the best of Trustor's knowledge, after due and diligent inquiry, any other party has been, is, or will be involved in operations at or near the

Property, which operations could lead to: (1) the imposition of liability under the Environmental Laws on Trustor or on any subsequent or former owner of the Property; or (2) the creation of a lien on the Property under the Environmental Laws or under any similar laws or regulations; and

- (iv) Trustor has not permitted, and will not permit, any contractor, tenant, or occupant of the Property, nor any other party, to engage in any activity that could impose liability under the Environmental Laws on such tenant or occupant, Trustor or any other owner of any of the Property.
- (c) Trustor shall comply strictly and in all respects with the requirements of the Environmental Laws and related regulations and with all similar laws and regulations and shall notify Beneficiary immediately in the event of any discharge or discovery of any Regulated Substance at, upon, under, or within the Property.
- (d) Trustor agrees to immediately notify Beneficiary of the commencement of any litigation or proceeding pending, threatened, or commenced (whether or not served) against Trustor or any other party in connection with Regulated Substances and the Property and of the receipt of any notice from any governmental agency in regard to Regulated Substances and the Property.
- (e) Within five (5) days after receipt, Trustor shall forward to Beneficiary copies of all orders, notices permits, applications, or other communications and reports, in connection with any discharge or the presence of any Regulated Substance or any other matters relating to the Environmental Laws or any similar laws or regulations, litigation, or proceedings as they may affect the Property.

ARTICLE III

COVENANTS AND AGREEMENTS OF TRUSTOR

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

- 3.01 <u>Notice of Proceedings</u>. If any action or proceeding shall be instituted for any purpose affecting the Property, or any part thereof, title thereto or this Deed of Trust, Trustor will, immediately upon service thereof on or by Trustor, deliver to Beneficiary true copies of each notice, petition, summons, complaint, notice of motion, order to show cause and all other process, pleading and papers, however designated, served in such action or proceeding.
- 3.02 <u>Survey of Independent Inspector</u>. Trustor shall allow Beneficiary, at any time and from time to time, to engage an independent inspector to survey the adequacy of the maintenance of the Property. If found to be inadequate, such inspector shall determine the estimated cost of such repairs and replacements necessary to protect and preserve the rentability and usability of the Property. In such event, at the option of Beneficiary and within fifteen (15) days after written demand therefor, a sum equal to the amount of such estimated cost shall thereupon become due and payable by Trustor to be applied upon the indebtedness unless within such period Trustor, at its own cost and expense, shall have completed or shall have commenced

and thereafter with diligence, completes such repairs and replacements. In such event, Trustor shall also reimburse Beneficiary the cost of such survey, the same being secured hereby. If the survey determines such maintenance to be adequate, then the cost therefor shall be at the expense of Beneficiary.

- 3.03 <u>Maintenance, Repair and Compliance</u>. Trustor shall keep and maintain or cause the Property to be kept and maintained in good order and condition and shall comply with all laws, rules, regulations, covenants, conditions, restrictions and agreements pertaining to the Property or Trustor's use thereof and shall not commit or permit any waste thereon. Trustor shall not permit any portion of the Property to be used for any unlawful purpose or for any purpose other than that for which the same is now being used or intended to be used, as represented in writing by Trustor to Beneficiary.
- 3.04 <u>Alterations</u>. No building, structure, fixture or other improvement shall be removed, demolished or materially changed or altered without the prior written consent of Beneficiary, whose consent shall not be unreasonably withheld. Trustor shall promptly and in a good and workmanlike manner, repair and restore any improvement which may be changed or destroyed and replace any lost, stolen, damaged or destroyed personalty.
- 3.05 <u>Costs and Expenses of Trust</u>. Trustor agrees to pay and discharge all costs, fees and expenses of these trusts, including but not limited to, the costs, expenses and attorneys' fees incurred by Beneficiary, in any litigation with respect hereto, in connection herewith or any transactions related hereto and the cost of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon demand by either Beneficiary or Trustee.
- 3.06 <u>Insurance</u>. During the existence of this trust, Trustor shall continue to maintain liability and personal property insurance of the same type and scope and in the same amount as is maintained on the Property as of the date of this Deed of Trust (provided, however, that Beneficiary shall, in exercise of its reasonable discretion, have the right to require higher policy limits or additional forms or policies of insurance):
- (a) Such other insurance in such amounts and against such other risks as Beneficiary may reasonably require.
- (b) All policies of insurance required by the terms of this Deed of Trust shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any negligent act of Trustor which might otherwise result in forfeiture of the insurance. The policies shall provide that the insurer will waive all rights of set-off, counterclaim or deduction against Trustor. All policies of insurance required by this Deed of Trust shall be in form and substance acceptable to Beneficiary and issued by insurance companies acceptable to Beneficiary. All such policies of insurance shall contain a standard "mortgagee protection clause" and shall name Beneficiary as an additional insured and loss payee. Trustor shall furnish Beneficiary with an original policy of all policies of required insurance. All such policies shall contain an agreement by the insurers that such policies shall not be canceled without at least thirty (30) days prior written notice to Beneficiary.

Beneficiary and Trustor shall jointly adjust or compromise any losses under any insurance policy provided for herein unless a notice of default has been recorded, in which event, Beneficiary is authorized to compromise any such loss.

- (c) In the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Property in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of Trustor in and to all policies of insurance required by this Deed of Trust shall inure to the benefit of and pass to the successor in interest of Trustor or the purchaser or grantee of the Property.
- 3.07 Actions Affecting Property. Trustor promises and agrees that if, during the existence of this Deed of Trust there be commenced or pending any suit or action, arbitration or other proceeding affecting the Property, or any part thereof, the title thereto or this Deed of Trust, or if any adverse claim for or against said Property, or any part thereof, be made or asserted, it will appear in and defend any such matter purporting to affect the security and will pay all costs and damages, including attorney's fees, arising because of such proceeding. If Beneficiary elects to appear in any such proceeding, Beneficiary shall control such action or defense at Trustor's sole cost and expense, including payment of attorney's fees, incurred by Beneficiary.
- 3.08 <u>Condemnation</u>. Trustor immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property or any part thereof, shall notify Beneficiary of the pendency of such proceedings. Beneficiary may participate in any such proceedings and Trustor from time to time will deliver to Beneficiary all instruments required by it to permit such participation. In the event of such condemnation proceedings, any award or compensation shall be paid to Beneficiary and shall be applied in such manner as Beneficiary elects in its sole and absolute discretion. Beneficiary may, in its sole and absolute discretion, whether or not its security hereunder has been impaired, and notwithstanding any other provision hereof, direct that any condemnation proceeds, or any portion thereof, remaining after payment of all costs and expenses of Beneficiary or Trustee in collecting the same, be paid, on such terms and conditions as Beneficiary may provide, for the restoration and repair of the improvements damaged or destroyed by such casualty or condemnation. 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.
- 3.09 Taxes and Impositions. If required by Beneficiary, Trustor shall pay to Beneficiary, in addition to the amount payable under the Notes, a sum equal to the estimated annual taxes, assessments, levies, fees and charges required to be paid by Trustor hereunder. If the amount so paid is not sufficient to pay such taxes, assessments, levies, fees, and charges when due, then Trustor will immediately pay Beneficiary or such depository, as the case may be, amounts sufficient to pay the same. Sums deposited by Trustor pursuant hereto shall be used to pay such taxes, assessments, levies, fees and charges when due provided that Trustor has furnished Beneficiary with all tax statements and such other notices at least thirty (30) days prior to the date that any such taxes, assessments, levies, fees and charges may be due. Nothing herein shall impose on Beneficiary or such depository the obligation to pay any amount on account of taxes, assessments, levies, fees or charges in excess of the amount then deposited with Beneficiary or such depository pursuant hereto. In the event of any default hereunder or under

any instrument or obligation secured hereby, Beneficiary may elect, at any time thereafter, to apply the funds deposited with it or such depository in such manner as Beneficiary may deem desirable, in its sole and absolute discretion. No interest shall accrue or be allowed on any payments made pursuant to this Section 3.09. Payments or deposits pursuant to this Section 3.09, if made, shall not be deemed to be a waiver or release of any other right or remedy available hereunder to Beneficiary in the event of default.

- 3.10 <u>Utilities</u>. Trustor shall pay when due all utility charges which are incurred by Trustor for the benefit of the Property or which may become a charge or lien against the Property for gas, electricity, water or sewer services furnished to the Property and all other assessments or charges of a similar nature, whether public or private, affecting the Property or any portion thereof, whether or not such charges are liens thereon.
- 3.11 <u>Liens</u>. Trustor shall not cause or permit the filing of any mechanics', materialmens', or other liens against the Property or any part thereof or the revenue, rents, issues, income and profits arising therefrom. If any lien shall be filed against the Property, or any part thereof, Trustor agrees to discharge the same of record within ten (10) days after the same shall have been filed.
- Further Sales, Encumbrances or Borrowing. Trustor acknowledges that the 3.12 continuous ownership of the Property by Trustor is of a material nature to the transaction and the making of the loan evidenced by the Loan Documents and, therefore, Trustor will not, except with the express, prior written consent of Beneficiary, sell, encumber, transfer, convey or otherwise dispose of in any manner, whether voluntarily or involuntarily, by operation of the law or otherwise, the Property or any part thereof or any interest therein, or agree to do so. Trustor agrees that in the event of any sale, encumbrance, assignment or transfer of all or substantially all of the Property or any legal or beneficial interest therein without the prior written consent of Beneficiary, howsoever evidenced or occasioned, then, at the option of Beneficiary, the entire unpaid principal balance under the Notes, together with accrued interest, shall immediately become due and payable. It is expressly acknowledged and agreed that, if Trustor is an entity, any direct or indirect transfer of more than ten percent (10%) of the capital stock, partnership or member interests of Trustor (whether in a single transaction or a series of related transactions), as the case may be, shall constitute a transfer of the entire Property within the meaning of this paragraph.

3.13 Assignment of Rents, Issues and Profits.

(a) Trustor hereby presently and absolutely assigns to Beneficiary Trustor's interest in any leases of the Property, or any portion thereof, now or hereafter entered into by Trustor or any other party, together with all rents, issues and profits arising therefrom or in connection with the Property, or any portion thereof, and all benefits and advantages to be derived from said leases, together with all rights against guarantors, if any, to the lessee's obligations under said leases. Trustor does hereby empower Beneficiary, its agents and attorneys, to collect, sue for, settle, compromise and give acquittance for all such rents, issues and profits.

- (b) Although it is the intention of the parties that this instrument shall be a present and absolute assignment, Beneficiary shall not exercise any of the rights or powers conferred in this Section 3.13, until a default shall occur under this Deed of Trust, but upon the occurrence of any such default, Beneficiary shall be entitled to all of the above mentioned rents, issues, profits, rights and privileges and to apply the same in its sole and absolute discretion.
- (c) At any time, and from time to time, at the request of Beneficiary, Trustor shall execute, acknowledge and deliver all such instruments as Beneficiary may deem necessary or desirable to further assure and confirm the assignment of leases, rents, issues and profits.
- (d) The collection of rents and the application thereof as aforesaid shall not cure or waive any default or notice thereof, or invalidate any act of Beneficiary pursuant thereto. In the exercise of the powers herein granted Beneficiary, Beneficiary shall not be deemed to have affirmed any lease or rental agreement or to have subordinated the lien hereof thereto, nor shall any liability be asserted or enforced against Beneficiary. Beneficiary shall not be obligated to perform or discharge any obligation, duty or liability under any lease, or under or by reason of this Assignment, and Trustor shall and does hereby agree to indemnify Beneficiary for and to hold it harmless from any and all liability, loss, costs, charges, penalties, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims and demands which it may or might incur by reason of, arising from, or in connection with such leases or rental agreements, this Assignment, any alleged obligations or undertakings on Beneficiary's part to perform or discharge any of the terms, covenants or agreements contained in such leases, or rental agreements or any action taken by Beneficiary pursuant thereto.
- (e) Beneficiary may at its option enter upon and take possession of the Property, with or without the appointment of a receiver, or an application therefor, and to let the same.
- 3.14 <u>Inspections</u>. Beneficiary may make or cause to be made reasonable entries upon and inspection of the Property.
- 3.15 <u>Certificates</u>. Trustor shall at any time, and from time to time, during the term hereof and within ten (10) days after demand therefor from Beneficiary, execute and deliver to Beneficiary, or any party designated by Beneficiary, a certificate in recordable form certifying the amount then due pursuant to this Deed of Trust and the obligations secured hereby, the terms of payment thereof, the dates to which payments have been paid, that this Deed of Trust and all instruments and obligations secured thereby are in full force and effect and that there are no defenses or offsets thereto, or specifying in what regards this Deed of Trust or such obligations are not in full force and effect and the nature of any defense or offsets thereto, together with such other information as Beneficiary may request.
- 3.16 <u>Payment of Obligations</u>. Trustor shall pay all sums, the failure to pay which may result in the imposition of a lien, charge or encumbrance on all or any portion of the Property or which may result in conferring upon a tenant of any part of the Property a right to recover such sums as prepaid rent or to deduct such sums from future rental payments.

- 3.17 <u>Compliance with Agreements</u>. Trustor shall perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Trustor under the Loan Documents and all other agreements now or at any time hereafter existing between Trustor and Beneficiary.
- 3.18 <u>Compliance with Leases and Agreements</u>. Trustor shall promptly observe and perform all covenants, conditions, and agreements contained in any lease or leases or other agreements now or hereafter affecting or relating to the Property, or any portion thereof, on the part of Trustor to be observed and performed; and enforce the observance and performance of all covenants, conditions, and agreements by other parties to such leases and agreements.
- 3.19 <u>Compliance with Applicable Laws</u>. Trustor shall own and operate the Property at all times during which the Notes are outstanding in accordance with applicable federal, state, and local laws, ordinances, regulations, statutes and rules related to the Property and shall not permit or undertake any unlawful activity on the Property, including without limitation growing and/or cultivating marijuana thereon.
- 3.20 <u>Restoration</u>. Subject to Beneficiary's rights under Sections 3.06 and 3.08, if any of the Property shall be damaged or destroyed, in whole or in part, by fire or other casualty or by taking in condemnation proceedings or the exercise of any right of eminent domain, and Trustor obtains the written consent from Beneficiary to do so, Trustor shall promptly restore, replace, or rebuild the same to as nearly as possible the value, quality, and condition they were in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by Beneficiary.
- 3.21 <u>Additional Documents</u>. Trustor shall execute, acknowledge and deliver to Beneficiary any and all reasonable assurances and documents, if any, as may be required to confirm or effectuate this Deed of Trust and the rights of Beneficiary hereunder.
- 3.21 <u>Power of Attorney to Execute Documents</u>. If Trustor fails to execute, acknowledge or deliver to Beneficiary any and all mortgages, assignments, transfers, assurances, financing statements, maps, and other instruments or documents required to be so executed, acknowledged or delivered hereunder, within five (5) days after Beneficiary's demand or such lesser period as may be provided elsewhere herein, Trustor hereby appoints Beneficiary as Trustor's true and lawful attorney-in-fact to act in Trustor's name, place and stead to execute, acknowledge and deliver the same.

ARTICLE IV

DEFAULTS AND REMEDIES

- 4.01 <u>Events of Default</u>. Any default in the performance of any term, covenant or condition contained herein or in the Loan Documents, or in any other instrument or obligation secured hereby shall be a default hereunder. In addition, Trustor shall be in default hereunder:
 - (a) If Trustor shall abandon the Property, or any part thereof;

- (b) If there is filed any petition in bankruptcy by Trustor, or Trustor is adjudicated as a bankrupt or insolvent, or there is appointed a receiver or trustee to take possession of all or a substantial portion of the assets of Trustor, or there is a general assignment by Trustor for the benefit of creditors, or any action is taken by or against Trustor under any state or federal insolvency or bankruptcy act, or any similar law now or hereafter in effect, including, without limitation, the filing of any petition for or in reorganization, or should the Property or any part thereof, be taken or seized under levy of execution or attachment, provided, that Trustor shall not be in default under subparagraph (b) hereof in the case of any action taken by a party adverse to Trustor, as the case may be, and not consented to by Trustor, unless the same shall continue in effect for a period of thirty (30) days;
- (c) If there is passed any law which renders payment by Trustor of any or all taxes levied upon this Deed of Trust or the Property or performance of any other item, covenant or condition hereof, or any obligation secured hereby, unlawful, usurious, inoperative, void or voidable, or which prohibits Beneficiary from exercising any of its rights hereunder or under any other instrument or agreement to which Trustor is a party or by which any of them is bound;
- (d) If any representation, warranty, statement, certificate, schedule or report made by or on behalf of Trustor herein or in connection herewith is incorrect or misleading;
- (e) If there is a sale, transfer, assignment, mortgage, pledge, hypothecation or encumbrance, whether voluntary or involuntary, of the whole or any portion of any of Trustor's right, title or interest in and to the Property without the prior written consent of Beneficiary;
- (f) If the value or priority of the security interest created hereby is materially impaired;
- (g) If Beneficiary shall deem itself insecure in good faith believing that the prospect of payment or performance under this Deed of Trust or any instrument or obligation secured hereby is materially impaired;
- (h) If Trustor defaults under any other obligation to or agreement with Beneficiary; or
- (i) If there occurs any event which results in the acceleration of the maturity of any indebtedness of Trustor to Beneficiary or others under any indenture, agreement or undertaking.
- 4.02 <u>Remedies on Default</u>. In the event of any default hereunder or in the performance of the obligations secured hereby, Beneficiary may:
- (a) Cease performance of all acts required of it and declare all sums due thereunder immediately due and payable.

- (b) In regard to any personal property securing any obligation secured hereby:
 - (i) Sell said personal property hereunder;
- (ii) Dispose of any part thereof in any manner now or hereafter permitted by Article 9 of the Uniform Commercial Code or in accordance with any other remedy provided by law, provided that (1) both Trustor and Beneficiary shall be eligible to purchase any part or all of such property at any such disposition, (2) any such disposition may be either public or private as Beneficiary may so elect, subject to the provisions of the Uniform Commercial Code, and (3) Beneficiary shall give Trustor at least ten (10) days' prior written notice of the time and place of any public sale or other disposition of such property or of the time at or after which any private sale or any other intended disposition is to be made, and if such notice is sent to Trustor, it shall constitute reasonable notice to Trustor; and
- (iii) Deal with said personal property in any other manner provided by statute, law or equity.
- (c) At any time, without notice to Trustor or anyone claiming under Trustor and without regard to the then value of the Property, apply ex-parte to any court of competent jurisdiction for the appointment of a receiver and such appointment shall be made as a matter of strict right of Beneficiary without reference to any offset or defenses against such defaults. Such receiver may borrow moneys and issue certificates therefor. Such certificates shall be a lien on the Property subordinate only to this Deed of Trust, provided, however, that should any of such certificates be acquired by Beneficiary, the amount thereof shall constitute additional indebtedness secured hereby.
- Enter upon, take possession of, manage and operate the Property or any part thereof; make repairs and alterations and do any acts which Beneficiary deems proper to protect its security hereof; and either with or without taking possession, in its own name, sue for or otherwise collect and receive 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 secured hereby, and in such order as Beneficiary may determine. Upon request of Beneficiary at the time Beneficiary enters upon the Property as aforesaid, Trustor shall assemble upon the premises any of the Property which has been removed therefrom. The entering upon and taking possession of the Property, the collection of any rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default theretofore or thereafter occurring or affect any notice of default hereunder or invalidate any act done pursuant to such notice. Notwithstanding Beneficiary's continuance in possession or receipt and application of rents, issues or profits, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust or by law upon or after the occurrence of a default, including the right to exercise the power of sale. Any of the actions referred to in this paragraph may be taken by Beneficiary at such time as Beneficiary is so entitled, without regard to the adequacy of any security for the indebtedness hereby secured.

- (e) Declare all sums secured hereby immediately due by delivery to Trustee of a written notice of breach and election to sell (which notice Trustee shall cause to be recorded) and shall surrender to Trustee this Deed of Trust, the Notes and all documents evidencing any expenditures secured hereby. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, after any applicable period of time as required by law shall have elapsed following recordation of any such notice of breach, Trustee shall sell such property, or any portion thereof specified by Beneficiary, at such time and at such place in Douglas County, Nevada as Trustee, in its sole discretion shall deem best to accomplish the objects of these trusts, having first given notice of such sale as then required by law. The place of sale shall be in the county in which the Property to be sold, or any part thereof, is situated; and
- (i) Upon the request of Beneficiary or if required by law, Trustee may postpone sale of all, or any portion of said Property or interest therein by public announcement at the time fixed by said notice of sale, and may thereafter postpone said sale from time to time as allowed by law by public announcement at the time previously appointed;
- (ii) At the time of sale so fixed, (1) Trustee may sell the Property so advertised, or any part thereof or interest therein, either as a whole or in separate parcels, at its sole discretion, 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 or deeds or other appropriate instruments conveying the Property so sold, but without covenant or warranty, express or implied, and Beneficiary may bid and purchase at such sale, and (2) Trustor hereby agrees, if it is then still in possession, to surrender, immediately and without demand, possession of such Property to such purchaser; and
- (iii) Trustee shall apply the proceeds of any such sale to the payment of the expenses of such sale, including attorneys' fees incurred by Beneficiary, all charges and expenses of Trustee and of these trusts, and costs of evidence of title and Trustee's fees in connection with such sale, and all sums expended under the terms hereof, not then repaid, together with accrued interest at the rate provided in the Notes, from and after the happening of any event of default from the date any such sums were expended until the same is paid, and all other sums then secured hereby, and the remainder, if any, shall be disbursed to the person or persons legally entitled thereto.
- (f) Institute judicial proceedings for the complete or partial foreclosure of the lien of this Deed of Trust upon the Property as a mortgage.
- (g) Take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant or condition in the Loan Documents, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Beneficiary shall elect.
- 4.03 <u>Remedies Cumulative</u>. No remedy herein conferred upon or otherwise available to Beneficiary is intended to be or shall be construed to be exclusive of any other remedy or remedies; but each and every such remedy shall be cumulative and shall be in addition to every

other remedy given hereunder and under any of the Loan Documents and now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein, nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness secured under this Deed of Trust operate to prejudice, waive or affect the security of this Deed of Trust or any rights, powers or remedies hereunder; nor shall Beneficiary be required to first look to, enforce, or exhaust any such other or additional security, collateral or guaranty.

- 4.04 <u>Marshalling Assets and Designation of Sales</u>. Neither this Deed of Trust, the existence or terms of any other security for the performance of the obligations secured hereby, nor the existence or terms of any other instrument or agreement shall be deemed to require any marshaling of assets or otherwise permit Trustor to designate the order in which any security shall be sold.
- 4.05 <u>Waiver of Rights</u>. To the extent that such rights may then be lawfully waived, Trustor hereby covenants that it will not at any time insist upon or plead, or in any manner whatever claim or take any benefit or advantage of, (a) any stay or extension or moratorium law now or at any time hereafter in force; (b) any law now or hereafter in force providing for the valuation or appraisement of the Property or any part thereof prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction; and (c) any law now or at any time hereafter made or enacted granting a right to redeem the Property so sold or any part thereof. To the extent permitted by law, Trustor expressly waives for himself and on behalf of each and every person acquiring any interest in or title to the Property or any part thereof, subsequent to the date of this Deed of Trust, all benefit and advantage of any such law or laws; and covenants that it will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any power herein granted and delegated to Beneficiary, but will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.
- 4.06 <u>Abandonment of Proceedings</u>. In case Beneficiary shall have proceeded to enforce any right under this Deed of Trust by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then, and in every such case, Trustor and Beneficiary shall be restored to their former positions and rights hereunder with respect to the Property subject to the lien hereof.
- 4.07 <u>Nonwaiver by Collection of Rents or Receiver</u>. The entering upon and taking possession of the Property, the collection of any rents, issues and profits and the application thereof by Beneficiary or any receiver obtained by Beneficiary and the appointment of a receiver, shall not cure or waive any default theretofore or thereafter occurring or affect any notice of default hereunder or invalidate any act done pursuant to such notice. In the exercise of the powers herein granted Beneficiary, Beneficiary shall not be deemed to have affirmed any lease or subordinated the lien hereof thereto nor shall any liability be asserted or enforced against Beneficiary, all such liability being hereby expressly waived and released by Trustor. Neither Beneficiary nor any receiver shall be obligated to perform or discharge any obligation, duty or

liability under any lease or under or by reason of the assignment contained in this Deed of Trust and Trustor shall and does hereby agree to indemnify Beneficiary and such receiver from and to hold them harmless of and from any and all liability, loss, costs, charges, penalties, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims and demands which they may or might incur by reason of, arising from, or in connection with the leases, such assignment, any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the leases, any alleged affirmation of or subordination to the leases, or any action taken by Beneficiary or such receiver pursuant to any provisions of this Deed of Trust.

- 4.08 Rescission of Notice of Breach. Beneficiary, from time to time before Trustee's sale, may rescind any notice of breach and election to sell by executing, delivering and causing Trustee to record a written notice of such rescission. 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 notices of breach and election to sell, nor otherwise affect any term, covenant or condition hereof or under any obligation secured hereby, or any of the rights, obligations or remedies of the parties thereunder.
- 4.09 <u>Self-Help by Beneficiary</u>. If Trustor fails to comply with any of the terms, covenants, and agreements contained herein, then Beneficiary may (but shall not be obligated to do so) without further demand upon Trustor and without waiving or releasing Trustor from any such obligation, remedy such default for the account of Trustor. Trustor agrees to repay, upon demand by Beneficiary, all sums advanced by Beneficiary to remedy such default, together with interest at the rate at which interest accrues on amounts due under the Notes after the same become due. All such sums, together with interest as aforesaid, shall become additional indebtedness secured by this Deed of Trust. Beneficiary shall not be bound to inquire into the validity of any apparent or threatened tax, assessment, adverse title, lien, encumbrance, claim or charge before making an advance for the purpose of preventing, removing or paying the same. Beneficiary shall be subrogated to all rights, equities and liens discharged by any such expenditure. No such payment by Beneficiary shall be deemed to relieve Trustor from any default hereunder.

ARTICLE V

MISCELLANEOUS

5.01 Successor Trustee. Beneficiary or its 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 Douglas County, Nevada, shall be conclusive proof of the proper substitution of such successor trustee, who shall have all the estate, powers, duties and trusts in the Property vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute this trust upon the request of Beneficiary and its acts shall be deemed to be acts of all Trustees, 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.

- 5.02 <u>Waiver</u>. The waiver by Beneficiary or Trustee of any default of any of the provisions, covenants and conditions hereof on the part of Trustor to be kept and performed shall not be a waiver of any preceding or subsequent breach of the same or any other provisions, covenants or conditions contained herein. The subsequent acceptance of any sum in payment of any indebtedness secured hereby or any other payment hereunder by Trustor to Beneficiary or Trustee shall not be construed to be a waiver of any preceding breach by Trustor of any provision, covenant or condition of this Deed of Trust other than the failure of Trustor to pay the particular sum or portion thereof so accepted, regardless of Beneficiary's or Trustee's knowledge of such preceding breach at the time of acceptance of such payment. All waivers must be made in writing.
- 5.03 Actions by Beneficiary. Whenever under any provision of this Deed of Trust, Trustor shall be obligated to make any payment or expenditure, or to do any act or thing, or to incur any liability whatsoever, and Trustor fails, refuses or neglects to perform as herein required, Beneficiary shall be entitled, but shall not be obligated, to make any such payment or expenditure or to do any such act or thing, or to incur any such liability, all on behalf of and at the cost and for the account of Trustor. Any such payments or expenditures shall be paid by Trustor to Beneficiary on demand and the amount of any payment or expenditure thereof shall accrue interest thereon at the rate provided in the Notes, from and after the date of any such payment or expenditure until the same is paid. Without limiting the generality of the foregoing, any act or payment by Beneficiary to cure, forestall, prevent or mitigate default hereunder shall be at the sole option of Beneficiary, shall be at the cost of Trustor and shall be reimbursed to Beneficiary as above provided. Beneficiary shall not be bound to inquire into the validity of any apparent or threatened tax, assessment, adverse title, lien, encumbrance, claim or charge before making an advance to the purpose of preventing, removing or paying the same. Beneficiary shall be subrogated to all rights, equities and liens discharged by any such expenditures.
- 5.04 <u>Rights of Trustee and/or Beneficiary</u>. Without affecting the liability of Trustor or any other person, except any person expressly released in writing, for payment of any indebtedness secured hereby or for performance of any of the obligations or any of the terms, covenants and conditions hereof, and without affecting the rights of Trustee and Beneficiary with respect to any security not expressly released in writing, at any time and from time to time, without notice or consent other than consent of Beneficiary, Trustee and/or Beneficiary may:
- (a) Release any person liable for payment of all or any part of the indebtedness or for the performance of any obligation;
- (b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of said indebtedness or modifying or waiving any obligation or subordinating, modifying or otherwise dealing with the lien or charge hereof;
- (c) Exercise or refrain from exercising or waive any right either of them may have;

- (d) Accept additional security of any kind; and
- (e) Release or otherwise deal with any property, real or personal securing the obligations secured hereby.
- So Written Instructions to Trustee Regarding Property. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and the Notes secured hereby to Trustee for cancellation and retention and upon payment of its fees, 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 such Notes. Trustee may, at any time, or from time to time, without liability therefor, without notice, without affecting the personal liability of any person for payment of any indebtedness or performance of the obligations secured thereby or without regard to the effect of this Deed of Trust upon the remainder of the Property, upon written request of Beneficiary and presentation of this Deed of Trust and the Notes secured hereby for endorsement: reconvey all or any part of the Property, consent in writing to the making of any map or plat thereof, join in granting any easement thereon, join in any declaration of covenants and restrictions, or join in any extension agreement or any subordination agreement in connection therewith.
- 5.06 <u>Heirs and Assigns</u>. 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.
- 8.07 Rate of Interest. Any other provision of this Deed of Trust and the Notes, or in any agreement between Beneficiary and Trustor to the contrary notwithstanding, in no event shall the amount paid or agreed to be paid to Beneficiary as interest exceed the highest lawful rate. If, from any circumstances whatsoever, fulfillment of any provision of the Notes, or any other agreement shall, at the time of such performance, involve payment of interest in excess of that authorized by law, the obligation to be fulfilled shall be reduced to the limit so authorized by law, and if from any circumstance, Beneficiary shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall not be deemed interest, but shall be applied to the reduction of unpaid principal.
- 5.08 <u>Acceptance by Trustee</u>. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.
- 5.09 <u>Gender</u>. 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 pledges, of the Notes secured hereby.
- 5.10 <u>Invalidity of Certain Provisions</u>. If any term, provision, covenant or condition of this Deed of Trust, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this

Deed of Trust and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- 5.11 <u>Governing Law</u>. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Deed of Trust.
- 5.12 <u>Joint and Several Liability</u>. In the event that Trustor shall hereafter consist of more than one person, firm, entity, limited liability company or corporation, then and in such event all of such persons, firms, entities, limited liability companies or corporations shall be jointly and severally liable hereunder.
- Notices. Any and all notices and demands to Trustor or Beneficiary, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested or delivered by Federal Express or other similar messenger service. If such notice or demand be served by registered or certified mail in the manner provided, service shall be conclusively deemed made upon the deposit thereof in the United States mail addressed to the party to whom such notice or demand is to be given as hereinafter set forth or upon actual receipt, whichever is sooner. Any notice or demand to Beneficiary shall be addressed to Beneficiary at the address first set forth above. Any notice or demand to Trustor shall be addressed to Trustor at the address first set forth above. Any party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice in the manner aforesaid to the other parties hereto, which notice of change of address shall not become effective against a party, however, until the actual receipt thereof by the party. Whenever any law requires Beneficiary to give reasonable notice of any act, election or event, or proposed act, election or event, said requirements shall be deemed complied with if Beneficiary gives Trustor five (5) days' written notice as herein provided.
- 5.14 <u>Rights Cumulative</u>. The various rights, options, elections and remedies of Beneficiary and Trustee hereunder shall be cumulative and no one of them shall be construed as exclusive of any other, or any right, option, election or remedy provided in any agreement or by law.
- 5.15 <u>Intent</u>. This Deed of Trust shall be construed in accordance with its intent and without regard to any presumption or other rule requiring construction against the party causing the same to be drafted.
- 5.16 <u>Captions</u>. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.
- 5.17 <u>Modifications and Consents</u>. All modifications to this Deed of Trust and all consents to perform actions otherwise prohibited by this Deed of Trust shall be invalid unless agreed upon in writing by Trustor and Beneficiary.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Trustor has caused these presents, to be duly executed, sealed, and delivered in Douglas County, Nevada, as of the day and year first above written.

"TRUSTOR"

GREENPAY LLC, a Wyoming limited liability company

Name: Dou

STATE OF NEVADA COUNTY OF DOUGLAS

TY OF DOUGLAS

On this November 2, 2016, personally appeared before me, a notary public, Edward R. Starrs, Manager of GreenPay LLQ, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged that he executed the instrument on behalf of such entity.

Notary Public

My Commission Expires:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California) SS.
County of El Dorado) 33.
	ne, Katie Hansen, Notary Public personally appeared
<u> </u>	ROBERT STAIRS
	, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/per/their authorized capacity(ies), and that by his/ber/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	
I certify under PENALTY OF PERJUR paragraph is true and correct. WITNE SIGNATURE Notary Signature	RY under the laws of the State of California that the foregoing ESS my hand and official seal. KATIE HANSEN Commission # 2012793 Notary Public - California Stanislaus County My Comm. Expires Mar 17, 2017
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	

Exhibit A

Legal Description

LOT 121, UNIT D, TAHOE VILLAGE UNIT NO. 1, AN AMENDED MAP OF ALPINE VILLAGE UNIT NO. 1, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON DECEMBER 7, 1971, AS FILE NO. 55769.

APN: 1319-30-712-007

