

APNs: 1318-10-415-061

Recording Requested By, And
When Recorded, Mail To:

William C. Cockerell, Trustee
Sheila M. Cockerell, Trustee
The Cockerell Family Trust dated July 19, 1988
P.O. Box 1637
Zephyr Cove, Nevada 89448

ALL-INCLUSIVE DEED OF TRUST

This All-Inclusive Deed of Trust is made as of December 15, 2016, by JUSTIN BROWN and SHANAN BROWN (collectively, "**Trustor**") whose address is 615 Hillcrest Road, 15629 Cruiser Street, Apt. B, Corpus Christi, Texas 78418, to FIRST CENTENNIAL TITLE INSURANCE, whose address is 297 Kingsbury Grade, Suite 208, Stateline, Nevada 89449 ("**Trustee**"), for the benefit of the WILLIAM C. COCKERELL and SHEILA M. COCKERELL, AS CO-TRUSTEES OF THE COCKERELL FAMILY TRUST DATED JULY 19, 1988 (collectively, "**Beneficiary**"), whose address is P.O. Box 1637, Zephyr Cove, Nevada 89448.

Trustor hereby irrevocably GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE, its successors in this trust and its assigns forever, IN TRUST, WITH POWER OF SALE, all of Trustor's right, title, and interest now owned or later acquired in the real property (the "**Land**") located in the Douglas County, Nevada, and more particularly described in Exhibit A attached hereto, incorporated by reference, together with any and all improvements on the Land and any and all permits and approvals for the development and construction of any improvements on the Land, and any and all development rights, building allocations, residential units of use, tourist accommodation units of use, commercial floor area, land coverage, and/or water rights appurtenant to, banked on, or associated with the Land and recognized by the Tahoe Regional Planning Agency or any other regulatory agency having jurisdiction over the Land (the "**Development Entitlements**"), along with the rents, issues, profits, and proceeds thereof, subject however, to the right, power, and authority granted and conferred on Trustor in this Deed of Trust to collect and apply the rents, issues, profits, and proceeds (the Land and the Development Entitlements are collectively referred to herein as the "**Property**");

FOR THE PURPOSE OF SECURING:

- (i) Payment of the indebtedness evidenced by that certain All-Inclusive Promissory Note of even date herewith in the original principal amount of One Million Four Hundred Thousand Dollars and Zero Cents (\$1,400,000.00), executed by Trustor in favor of Beneficiary or order (the "**All-Inclusive Note**"), and any extensions, modifications or renewals thereof;
- (ii) Performance of each agreement of Trustor herein contained, including, but not limited to, payment of all other sums (with interest as provided in this Deed of Trust) becoming due and payable to Beneficiary or Trustee pursuant to the terms of this Deed of Trust; and
- (iii) Payment of such further sums as the then record owner of the Property may borrow from Beneficiary, when evidenced by another note or notes reciting such note or notes are so secured.

Trustor and Beneficiary hereby agree that this is an All-Inclusive Deed of Trust and is subject and subordinate to the deed of trust now of record and referred to as the First Deed of Trust in the All-Inclusive Note and that the First Deed of Trust secures that certain promissory note referred to as the First Note in the All-Inclusive Note. Pursuant to the All-Inclusive Note, Beneficiary has agreed to pay the

Initials: JB / SMK (Trustor)

principal and interest of the First Note, all taxes, assessments and insurance payable thereunder; provided Trustor makes all payments under the All-Inclusive Note when due. If Beneficiary defaults in the payment or performance of any obligation under the First Note and First Deed of Trust, Trustor may make the payment directly to the holder of the First Note, and any payments so made by Trustor shall be credited to the installments of principal and interest next accruing under the All-Inclusive Note.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To keep said Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said Property in violation of law; and to do all other acts which from the character or use of said Property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To keep the Development Entitlements appurtenant to or banked on the Land, and not to sell, contract to sell, encumber, or dispose of the Development Entitlements or any portion thereof or interest therein.

3. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor, and shall be released to permit repair or reconstruction if Trustor is not in default as long as the value of said property as repaired or reconstructed adequately collateralizes the full amount of the obligation secured hereby that is then outstanding. Such application or release shall not cure or waive any default or notice of default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice;

4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named, and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust;

5. To pay: at least ten days before delinquency, all taxes and assessments affecting said Property; when due, all encumbrances, charges and liens, with interest, on said Property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any deed of partial release and partial reconveyance or deed of release and full reconveyance, and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby. Should Trustor fail to make any payment or do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor, and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel, and pay his reasonable fees;

6. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest thereupon from the date of expenditure at the highest rate allowed by law in effect at the date hereof, any amounts so paid by Beneficiary or Trustee to

become a part of the debt secured by this Deed of Trust and be secured by the lien hereof, and be immediately due and payable at option of Beneficiary or Trustee; and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any condemnation or compensable taking of the Property or any part thereof or interest therein, or for injury to the Property by reason of public use, or for damages for private trespass or injury thereto, is hereby assigned to Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor, however, the right to sue therefor and the ownership thereof subject to this Deed of Trust) and such monies shall be paid to Beneficiary, who may apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

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

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note or notes for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and without the necessity that any sum representing the value or any portion of the value of the Property affected by the Trustee's action be credited on the indebtedness, and upon receipt of full payment of its fees, the Trustee may: (a) release and reconvey all or any part of said Property; (b) consent to the making and recording, or either, of any map or plat of the Property or any part thereof; (c) join in granting any easement thereon; (d) join in or consent to any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note or notes to Trustee for cancellation and retention or other disposition in Trustee's sole discretion, and upon payment of its fees, Trustee shall release and reconvey, without covenant or warranty, express or implied, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto".

5. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said Property or any part thereof, in Beneficiary's name 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 secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Trustor in payment of any indebtedness secured hereby, or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall

cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note or notes and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of such notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell, in the manner required by law, said Property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone or continue sale of all or any portion of said Property by public announcement at such time and place of sale, and from time to time thereafter may postpone or continue such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale and reasonable attorneys' fees, Trustee shall apply the proceeds of sale to payment of: All sums expended under the terms hereof, not then repaid, with accrued interest thereupon from the date of expenditure at the highest rate allowed by law in effect at the date hereof; all other sums then secured hereby, with accrued interest; and the remainder, if any, to the person or persons legally entitled thereto.

7. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, power and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

8. 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. The term Beneficiary shall mean the owner and holder, including pledgees, of the note or notes secured hereby whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

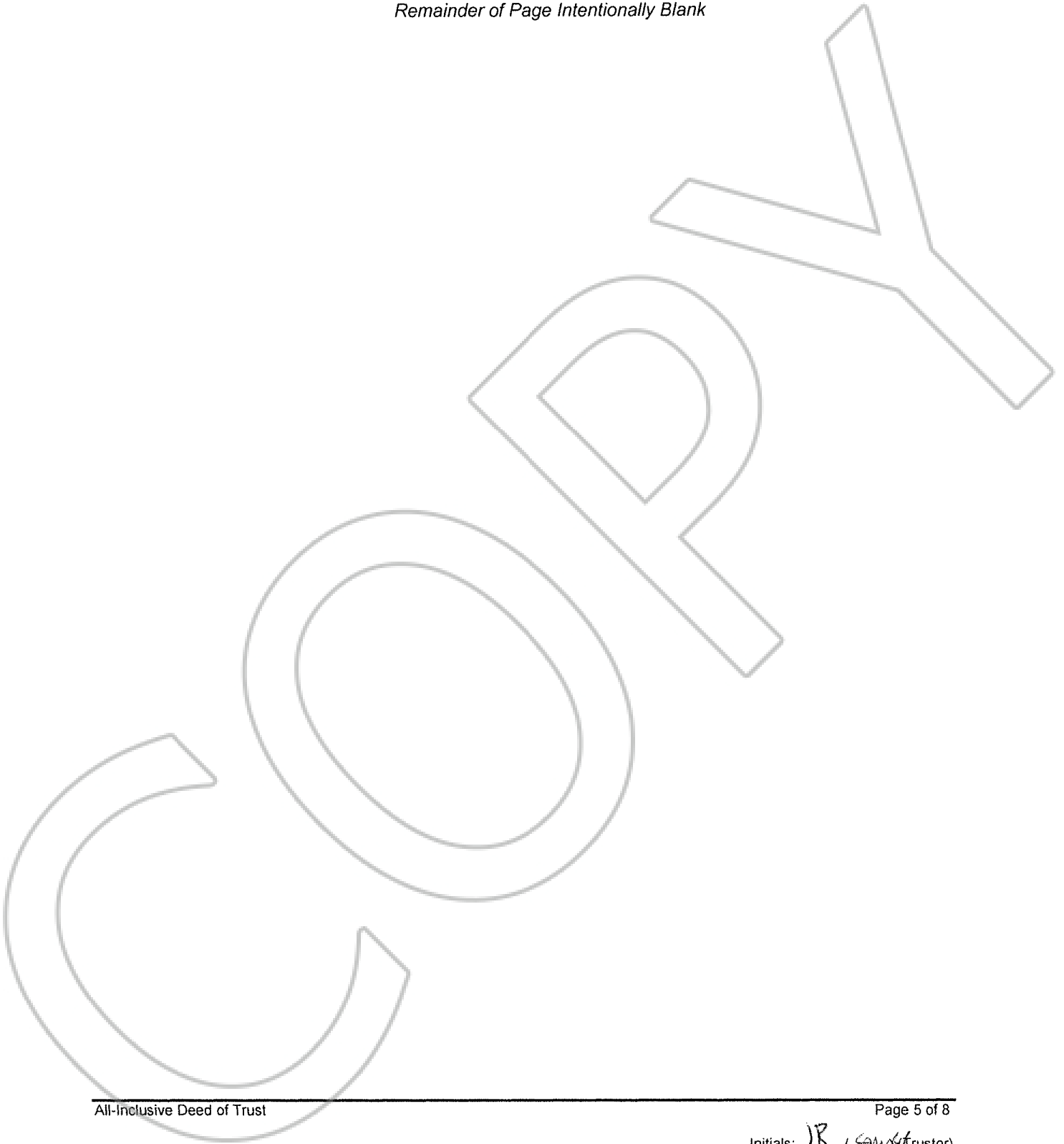
9. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be party unless brought by Trustee.

10. Trustor shall not, directly or indirectly, sell, convey, assign, transfer, alienate or otherwise dispose of the Property or the Improvements or any part thereof, or any interest therein, either voluntarily or by operation of law, without the written consent of Beneficiary being first obtained. Consent by Beneficiary to one such transaction shall not constitute a consent to or waiver of the right to withhold consent to a subsequent transaction. Any transaction in violation of this provision shall cause all indebtedness secured by this Deed of Trust, at the option of Beneficiary and without demand or notice, immediately to become due and payable. This option may be exercised at any time after the occurrence of such event and the acceptance by Beneficiary of one or more payments on the Note following the date of such event shall not constitute a waiver of Beneficiary's right to accelerate.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address set forth above.

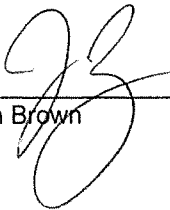
Signature Pages Follow

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Signature page to All-Inclusive Deed of Trust:

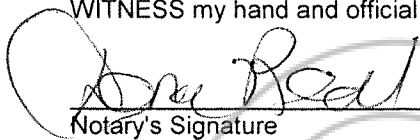
TRUSTOR:

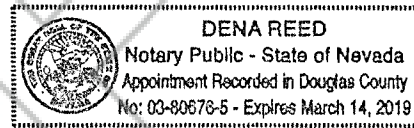

Justin Brown

State of NV }
County of Douglas } SS.

On the 1st day of [unclear], before me, Dena Reed
Justin Brown personally appeared Justin Brown, personally known to me (or 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 executed the same in his/her/their authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary's Signature



Additional Signature Page Follows

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Signature page to All-Inclusive Deed of Trust:

TRUSTOR:

Shanan Brown
Shanan Brown

State of NV }
County of Douglas } SS.

On 10-15-16, before me, Dena Reed,
Shanan Brown personally appeared Shanan Brown,
Shanan Brown personally known to me (or 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 executed the same in his/her/their authorized capacity(ies), and that by
his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.
Dena Reed
Notary's Signature

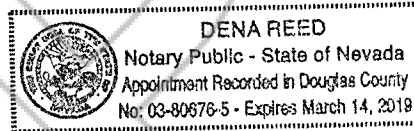


Exhibit A Follows

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EXHIBIT A
TO
ALL-INCLUSIVE DEED OF TRUST

(Property Description)

All that certain real property situated in the County of Douglas, State of Nevada, described as follows:

Lot 6 in Block D, as shown on the map of ZEPHYR HEIGHTS SUBDIVISION NO. 4, according to the Official Map, filed in the Office of the County Recorder of Douglas County, Nevada, on June 7, 1955, as File No. 10441.

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