DOUGLAS COUNTY, NV

2018-908777

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TICOR TITLE - RENO (COMMERCIAL)

KAREN ELLISON, RECORDER

APN No. 8-304-05

8-305-01 9-303-08

1320-29-401-014, 018, 019, 020, 022, 023

1320-30-803-004

1320-33-401-015, 016, 018, 053

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)

1705984-00

ASSIGNMENT OF LEASES AND RENTS

(Douglas County)

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment"), made as of the 29th day of December, 2017, by G PEG II, LLC, a Nevada limited liability company, as to Parcels 1, 2, 4, 5, 6, 7, 8, 9 and 10, SILVER BULLET OF NEVADA, LLC, a Nevada limited liability company, as to Parcel 3, and SEE HORSE I, LLC, a Nevada limited liability company, as to Parcels 11A and 11B, as assignors (collectively, the "Assignor") to ZB, N.A., dba NEVADA STATE BANK, as assignee (the "Assignee").

WITNESSETH:

WHEREAS, to evidence and secure a loan (the "Loan") evidenced by a Reducing Revolving Line of Credit Loan Agreement of even date herewith (the "Loan Agreement"), Assignor has made and delivered to Assignee a Reducing Revolving Line of Credit Promissory Note of even date herewith (the "Note") in the principal amount of \$36,000,000.00, payable monthly, with interest as therein expressed, and Assignor has executed and delivered a Deed of Trust And Security Agreement And Fixture Filing With Assignment of Rents (the "Deed of Trust") to secure the Note and creating a lien on Assignor's interest in certain real property situate in Carson City County and Douglas County, Nevada, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, including the improvements now or hereafter constructed thereon and the easements, rights and appurtenances thereunto belonging, all of which are hereinafter called the "Premises"; and

1

WHEREAS, Assignee has required the assignment hereafter made as a condition to making the Loan;

NOW, THEREFORE, for value received, Assignor hereby grants, transfers, assigns, and sets over to Assignee all rents, issues, and profits of and from the Premises, and in and to all leases now or hereafter existing, of all or any part of the Premises, (the "leases").

Without limiting the generality of the foregoing, it is agreed as follows:

- 1. Assignor hereby absolutely and unconditionally assigns and transfers to Assignee all the leases, income, rent, issues, deposits, profits and proceeds of the Premises to which Assignor may be entitled, whether now due, past due or to become due, and hereby gives to and confers upon Assignee the right, power and authority to collect such income, rents, issues, deposits, profits and proceeds of the Premises to which Assignor may be entitled, whether now due, past due or to become due. The assignment of the leases constitutes an irrevocable direction and authorization of all tenants under the leases to pay all rent, income and profits into an account specified by Assignee upon demand and without further consent or other action by Assignor. Assignor irrevocably appoints Assignee its true and lawful attorney, at the option of Assignee at any time to demand, receive and enforce payment, to give receipts, releases, and satisfactions, and to sue, either in the name of Assignor or in the name of Assignee, for all such income, rents, issues, deposits, profits and proceeds and apply the same to the indebtedness evidenced by the Note. It is understood and agreed that neither the foregoing assignment of leases, income, rents, issues, deposits, profits and proceeds to Assignee nor the exercise by Assignee of any of its rights or remedies hereunder shall be deemed to make Assignee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Premises or the use, occupancy, enjoyment or operation of all or any portion thereof.
- 2. Assignor represents that (a) Assignor is the lessor under the terms and provisions of any existing lease, either as the named lessor or as successor in interest to the named lessor; (b) the existing leases, if any, are not in default; (c) Assignor is entitled to receive all the rents, issues and profits and to enjoy all the rents and benefits mentioned herein and assigned hereby; (d) the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the term of the Loan be sold, assigned, transferred, or set over by Assignor or any other person or persons taking under or through Assignor, except subject to this assignment; and (e) Assignor has the sole right to sell, assign, transfer, and set over the same and to grant and confer upon Assignee the rights, interests, powers, and authorities herein granted and conferred.
- 3. Assignor will from time to time execute any and all instruments requested by Assignee in order to effectuate this assignment and to accomplish any of the purposes that are necessary or appropriate in connection with this assignment including without limitations, specific assignments of any lease or agreement relating to the use and occupancy of the Premises or to any part thereof now

or hereafter in effect and not specifically defined herein as an existing lease, as may be necessary or desirable in Assignee's opinion in order to constitute the same an existing lease hereunder.

- 4. This assignment shall in no way operate to restrict or prevent Assignee from pursuing any remedy which it may now or hereafter have because of any present or future breach of the terms or conditions of the Note, the Deed of Trust, the Loan Agreement or other loan documents.
- 5. Assignee shall not in any way be responsible for any failure to do any or all of the things for which the rights, interests, power, and authority are herein granted; and Assignee shall not be responsible for or liable under any of the agreements undertaken or obligations imposed upon the lessor under the leases or other agreements with respect to the Premises.
- 6. Assignee shall be accountable only for such cash as it receives under the terms of this assignment.
- 7. Assignee's failure to do any of the things or exercise any of the rights, interests, powers, and authority granted hereunder shall not be construed as a waiver of any of the rights, interests, powers, or authorities assigned and granted to the Assignee under this assignment.
- 8. Assignee may assign this assignment and the rights accruing hereunder to any subsequent assignee and holder of the Note and Deed of Trust.
- 9. The parties agree that this assignment is effective as of the date hereof, and that upon demand made by the Assignee on the lessee under the leases or on any person liable for any of the rents, issues, and profits of and from the Premises or any part thereof, such lessee or person liable for any of such rents, issues, and profits shall, and is hereby authorized and directed to pay to or upon Assignee's order, and without any inquiry of any nature, all rents then or thereafter accruing under the leases or any other instrument or agreement, oral or written, granting rights to, and creating an obligation to pay, rents, issues, or profits in connection with the Premises.
- 10. As long as Assignor is not in default in the payment of any indebtedness evidenced by the Note or secured by the Deed of Trust, or in the performance of any obligation, covenant, or agreement contained in the Note, the Deed of Trust, the Loan Agreement or other loan documents executed in connection with the Loan, Assignee agrees not to demand from any lessee under the leases or from any other persons liable therefor, any of the rents, issues, or profits hereby assigned but grants Assignor a license to collect all such rents, issues, and profits from the Premises and the leases on but not prior to accrual and to retain and enjoy the same, provided, however, that notwithstanding the provisions of this section, all lessees under the leases and all persons liable for rents, issues, and profits of and from the Premises shall comply with any demands for rents made by Assignee pursuant to the provisions of this assignment following the occurrence and during the continuance of a default in the payment or performance of the obligations secured by the Deed of Trust without reference to whether or not the same is made in accordance with this section.

- 11. Upon or at any time after default in the payment of any indebtedness evidenced by the Note or secured by the Deed of Trust, or in the performance of any term, provision, condition, obligation, covenants, or agreement contained herein or in the Note, the Deed of Trust or other loan documents executed in connection with the Loan, and after the expiration of any period of grace, if any, with respect to any such default provided for in the Note, or Deed of Trust, Assignee may declare all sums secured by the Deed of Trust immediately due and payable, may revoke Assignor's license to collect the rents, issues and profits of and from the Premises, and may, at the Assignee's option, without notice, either in Assignee's person or by agent and with or without bringing any action or proceeding, or by any receiver to be appointed by a court enter upon, take possession of, and manage and operate the Premises and each and every part thereof, and in connection therewith, Assignee may make, cancel, endorse, and modify leases (including the existing lease); fix or modify rents; repair, maintain, and improve the Premises; employ contractors, subcontractors, and workmen in and about the Premises; obtain and evict tenants; in its own name, sue for or otherwise collect or reserve any and all rents, issues, and profits, including those past due and unpaid; employ leasing agents, managing agents, attorneys, and accountants in connection with the enforcement of Assignee's rights hereunder and pay the reasonable fees and expenses thereof; and otherwise do and perform any and all acts which Assignee may deem necessary and appropriate in and about the Premises for the protection thereof and of the Assignee's rights hereunder or under the Note and Deed of Trust, and any and all amounts expended by Assignee in connection with the foregoing shall constitute an additional indebtedness secured by the Deed of Trust. Assignee shall apply any moneys collected by Assignee, as aforesaid, less costs and expenses incurred, as aforesaid, upon any indebtedness secured hereby first to late charges, penalties and costs, interest and then to principal. The entering upon and taking possession of the Premises; the collection of rents, issues, and profits; the exercise of any rights hereinabove specified; and the application of collections, as aforesaid, shall not cure, waive, modify, or affect any default hereunder or under the Note or Deed of Trust.
- 12. All tenants or occupants of any part of the Premises (including, without limitation, all persons claiming any interest as lessee under the existing lease) are hereby authorized to recognize the claims and demands of Assignee without investigation as to the reason for any action taken by Assignee or the validity or the amount of indebtedness owing to Assignee or the existence of any default hereunder or under the Note, the Deed of Trust, the Loan Agreement or other loan documents executed in connection with the Loan, or the application to be made by Assignee, of any amounts to be paid to Assignee. Assignee's sole signature shall be sufficient for the exercise of any right under this assignment and Assignee's sole receipt given for any sums received shall be a full discharge and release therefor as to any such tenant or occupant of the Premises. Checks for all or any part of the rental collected under this assignment of rents and leases shall be made to the exclusive order of the Assignee.
- 13. Assignee shall not be obligated to perform or discharge any obligation, duty, or liability under the leases, nor shall this assignment operate to place upon the Assignee responsibility for the control, operation, management, or repair of the Premises or the carrying out of any of the terms and conditions of the leases; nor shall this assignment operate to make the Assignee liable for any waste committed on the Premises by the lessee under any lease or any other party, or for any dangerous or

defective condition of the Premises, or for any negligence in the management, upkeep, repair, or control of the Premises, resulting in loss, injury, or death to any tenant, licensee, employee, invitee, or stranger.

- 14. Assignor shall, and does hereby agree to, indemnify and hold Assignee harmless of and from any and all liability, loss, or damage which it may or might incur under the leases or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in the leases. Should Assignee incur any such liability, loss, or damage under the leases or under or by reason of this assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be secured hereby and Assignor shall reimburse the Assignee therefor immediately upon demand, and upon Assignor's failure to do so, the Assignee may declare all sums thereby immediately due and payable.
- 15. Assignee has not received, nor have any securities deposited by any lessee with the lessor under the terms of existing leases been transferred to Assignee; and the Assignee assumes no responsibility or liability for any securities so deposited.
- 16. Assignor has not and will not accept rent in advance under any leases of all or any part of the Premises except only monthly rents for current months which may be paid in advance.
- 17. Assignor shall cause copies of this assignment to be served upon the lessees under the leases at Assignor's sole cost and expense, and will cause this assignment to be recorded and filed and rerecorded and refiled in each and every public office in which said filing and recording may be necessary to constitute record notice of this assignment and the terms and provisions hereof as applicable to the Premises.
- 18. Upon payment in full of all indebtedness and on the performance of all the obligations secured hereby, this assignment shall become null and void and of no effect.
- 19. This assignment is binding upon and inures to the benefit of the parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Assignor," as used herein, shall include each Assignor whose name appears below, severally and all such assignors, jointly and severally, and their respective heirs, legatees, devisees, executors, successors, and assigns. The term, "Assignee," as used herein, shall include the named Assignee and all said Assignee's successors and assigns, including each and every person or entity who or which from time to time, becomes owner and holder of the Note and Deed of Trust, and such successors and assigns shall have, hold, and enjoy all of the rights, and benefits hereby afforded and conferred upon the named Assignee as fully and with the same effect as if such successors and assigns were by name herein designated as Assignee.

- Applicable Gaming Laws (as defined in the Deed of Trust) or the enforcement of which is subject to Applicable Gaming Laws, the enforcement of any such right shall be subject to Applicable Gaming Laws and approval, if so required, of the applicable Gaming Authorities (as defined in the Deed of Trust). Without limiting the generality of the foregoing, Assignee acknowledges that (a) Assignee is subject to being called forward by the Gaming Authorities, in their discretion, for licensing or a finding of suitability as a lender to a gaming licensee, and (b) to the extent the prior approval of the Gaming Authorities is required pursuant to applicable law for the exercise, operation and effectiveness of any remedy hereunder or under any other Loan Document (as defined in the Loan Agreement), or the taking of any action that may be taken by Assignee or under any other Loan Document, such remedy or action shall be subject to such prior approval of the Gaming Authorities.
- 21. This Assignment is subject to the Uniform Assignment of Rents Act, NRS chapter 107A (the "Act"), and in the event of any conflict or inconsistency between this Assignment and the provisions of the Act, the provisions of the Act shall control.
- 22. This Assignment is a duplicate original being recorded concurrently with another duplicate original being recorded in the office of the County Recorder, Carson City County, Nevada.

IN WITNESS WHEREOF, the Assignor has executed this assignment as of the day, month, and year, first-above written.

G PEG II, LLC, a Nevada limited liability
company
By:
MICHAEL E. PEGRAM
Manager / Director
/ /
SIGNED IN COUNTERPART
By:
GREGG CARANO
Manager / Director

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G PEG II, LLC, a Nevada limited liability company

SIGNED IN COUNTERPART

By:

MICHAEL E. PEGRAM

Manager / Director

By:

GREGG CARANO

Manager / Director

SILVER BULLET OF NEVADA, LLC, a Nevada limited liability company

By:	By: GARY L. GARANO Managing Member
By:	PEGRAM, LLC, a Nevada limited
	liability company
	SIGNED IN COUNTERPART By:
	MICHAEL E. PEGRAM
	Member/Manager
By:	3131125 114 333141214744
Dy.	RICHARD MURDOCK
	Manager
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	HIGNED IN COUNTERPART
By: _	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
	MICHAEL E. PEGRAM
	Manager
	"Assignor"

SILVER BULLET OF NEVADA, LLC, a Nevada limited liability company

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By:	4GC, LLC, a Nevada limited liability
	company
	SIGNED IN COUNTERPART
	By:
	GARY L. CARANO
	Managing Member
	, and the same of
By:	PEGRAM, LLC, a Nevada limited
	liability someony counterpart
	By:
	MICHAEL E. PEGRAM
	Member/Manager
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By:	Think Mullium
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	Manager
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	SIGNED IN COUNTERPART
By:	\ \
<i></i>	MICHAEL E. PEGRAM
	Manager
	Manager
	/!! A saign on!!
	"Assignor"

SILVER BULLET OF NEVADA, LLC, a Nevada limited liability company

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By:	4GC, LLC, a Nevada limited liability
	company
	SIGNED IN COUNTERPART
	By:
	GARY L. CARANO
	Managing Member
By:	PEGRAM, LLC, a Nevada limited
	liability company//
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	MICHAEL E, PEGRAM
	Member/Manager
	SIGNED IN COUNTERPART
By:_	SIGNED IN COUNTER OF THE
	RICHARD MURDOCK
	Manager
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SEE	HORSE I, LLC, a Nevada limited liability
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By:	
ъу	MICHAEL E. PEÇRAM
	Manager
	/ II A seigns out!
	"Assignor"

This instrument was acknowledged before me on	, by
Michael E. Pegram, as Manager / Director of G PEG II, LLC. WENCESLAO T. CONCEPCION Notary Public - State of Nevada Appointment Recorded in Washoe County No: 04-86762-2 - Expires February 16, 2020 STATE OF NEVADA) ss. COUNTY OF This instrument was acknowledged before me on, 2017,	, by
WENCESLAO T. CONCEPCION Notary Public - State of Nevada Appointment Recorded in Washoe County No: 04-86762-2 - Expires February 16, 2020 STATE OF NEVADA) ss. COUNTY OF This instrument was acknowledged before me on, 2017,	
COUNTY OF)ss. This instrument was acknowledged before me on, 2017,	No. of Concession, Name of Street, or other parts of the Concession, Name of Street, or other pa
COUNTY OF	
Noton Public	. Бу
Notary Public My Commission Expires:	
STATE OF NEVADA))ss.)	
This instrument was acknowledged before me on, 2017,	by
Gary L. Carano, Managing Member of 4GC, LLC, Manager of Silver Bullet Of Nevada, LLC.	-
Notary Public My Commission Expires:	

STATE OF NEVADA)		
COUNTY OF)ss.)		
This instrument was a Michael E. Pegram, as Manag	_		, 2017, by
		Notes D.Mis	-
		Notary Public My Commission Expires: _	7
STATE OF NEVADA COUNTY OF Washow))ss.)		
This instrument was a Gregg Carano, as Manager /D	cknowledged before r birector of G PEG II, I	ne on <u>Dl Clmber</u> LC.	<u>29</u> , 2017, by
Notary Pu	R. MARSHALL billo - State of Nevada Recorded in Washoe County 12 - Expires October 11, 2021	Notary Public My Commission Expires:	Jaishau 10/11/21
STATE OF NEVADA COUNTY OF))ss.)		
This instrument was a	76.		, 2017, by
Gary L. Carano, Managing M	ember of 4GC, LLC,	Manager of Silver Bullet Of	Nevada, LLC.
		Notary Public My Commission Expires:	

STATE OF NEVADA)	
)ss. (COUNTY OF)	
This instrument was acknowledge Michael E. Pegram, as Manager / Director	
	Notary Public My Commission Expires:
STATE OF NEVADA))ss.	
COUNTY OF)	
This instrument was acknowledge Gregg Carano, as Manager /Director of G	
	Notary Public
STATE OF NEVADA)	My Commission Expires:
COUNTY OF Washoc)ss.	
	d before me on <u>NCLWW 29</u> , 2017, by CC, LLC, Manager of Silver Bullet Of Nevada, LLC.
TORI R. MARSHALL	7 Toni a Marhay
Notary Public - State of Nevad Applitment Recorded in Washoe Cour Net 06-10889-2 - Expires October 11, 2	10/11/0

STATE OF NEVADA)		
COUNTY OF)ss.)		\triangle
	acknowledged before r/Manager of Pegram,	e me on LLC, Manager of Silver Bull	, 2017, by let of Nevada, LLC
			\ \
		Notary Public My Commission Expires:	\mathcal{I}
STATE OF NEVADA COUNTY OF Washoc))ss. ^)		
This instrument was Richard Murdock, as Manag	acknowledged before er of Silver Bullet of	me on <u>DCLNUblr</u> Nevada, LLC.	29 , 2017, by
Notary P Appointmen	RI R. MARSHALL ublic - State of Nevada t Recorded in Washee County 19-2 - Expires October 11, 2021	Notary Public My Commission Expires:	ashael 10/11/21
))ss.) acknowledged before	me on	, 2017, by
Michael E. Pegram, as Mana	ger of See Horse I, LI	.C./	
		Notary Public My Commission Expires:	

STATE OF NEVADA))ss.	
COUNTY OF MAGNOE)	
This instrument was acknowledged be Michael E. Pegram, Member/Manager of Peg	efore me on <u>OECEMBER 29</u> , 2017, by ram, LLC, Manager of Silver Bullet of Nevada, LLC.
WENCESLAO T. CONCEPCION Notary Public - State of Nevada Appointment Recorded in Washoe County No: 04-86762-2 - Expires February 16, 2020	Wenceslas I Canapaion Notary Public My Commission Expires: 2-16.20
STATE OF NEVADA))ss.	
COUNTY OF)	
This instrument was acknowledged be Richard Murdock, as Manager of Silver Bulle	
	\ \ \ \
	Notary Public
	My Commission Expires:
STATE OF NEVADA)	
COUNTY OF MACHOE)	
This instrument was acknowledged be	efore me on DECEMBER 29 , 2017, by
Michael E. Pegram, as Manager of See Horse	

WENCESLAO T. CONCEPO Notary Public - State of Nev Appointment Recorded in Washoe C	ada! Hancerlas J Concepcios
No: 04-86762-2 - Expires February 16	Notary Public
	My Commission Expires:
\ / /	

EXHIBIT A

All that certain real property situate in the County of Carson City, State of Nevada, described as follows:

PARCEL IA:

All that certain lot, tract or parcel of land situate, lying and being in the West half of Section 10, Township 15 North, Range 20 East, M.D.B.&M., Carson City (formerly Ormsby County), Nevada, being more particularly described by metes and bounds as follows:

BEGINNING at a point in the Southeasterly right of way line of the Nevada State Highway U.S. Route 50 from which said point the Section corner common to Section 9, 10, 15 and 16, Township 15 North, Range 20 East, M.D.B.&M., bears South 40°46'04" West a distance of 3,746.85 feet;

Running thence North 61°48'57" East, along said right of way line a distance of 234.57 feet to its intersection with the North-South quarter Section line of said Section 10;

Thence South 00°01'58" East along said quarter Section line a distance of 322.46 feet to a pipe with a cross cap marked for the center quarter Section corner of said Section 10;

Thence South 00°01'58" East a distance of 86.21 feet to a point in the Northwesterly boundary of the 66 foot wide right of way formerly used by the Virginia and Truckee Railway;

Thence South 71°33'17" West along said right of way line a distance of 149.28 feet;

Thence North 10°43'43" West a distance of 351 25 feet to the POINT OF BEGINNING.

PARCEL 1B:

Being a portion of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 10, Township 15 North, Range 20 East, M.D.B.&M., Carson City (formerly Ormsby County), Nevada, and being more particularly described by metes and bounds as follows:

BEGINNING at a point on the North-South one quarter Section line of said Section 10, from which the center of said Section 10 bears North 00°01'58" West a distance of 86.21 feet;

Thence South 00°01'58" East along said North-South one quarter Section line a distance of 11.59 feet to the North side of Gordon Street;

Thence South 71°33'17" West along the North side of Gordon Street a distance of 147.10 feet to the East side of Edmonds Drive;

Thence North 10°43'43" West along the East side of Edmonds Drive a distance of 11.40 feet; Thence North 71°33'17" East a distance of 149.28 feet to the PLACE OF BEGINNING.

Said land is also shown the Record of Survey for G Peg II, LLC, according to the map thereof, filed in the office of the County Recorder of Carson City, State of Nevada, on June 23, 2014, in Book 10 of Maps, Page 2916, as File No. 476158, Official Records.

APN: 8-305-01

Document No. 475673 is provided pursuant to the requirements of Section 6.NRS 111.312.

PARCEL 2:

Being a portion of the North 1/2 of the Southwest 1/4 of Section 10, Township 15 North, Range 20 East, M.D.B.&M., Carson City, Nevada, and being more particularly described as follows:

Commencing at the intersection of the Easterly right of way line of Brown Street and the Northerly right of way line of Gordon Street, said point being South 62°17'57" West, 576.93 feet from the record location of the center of Section 10, per the Schwartz Subdivision Plat, Carson City records, said point also being the TRUE POINT OF BEGINNING;

Thence along the Easterly right of way line of Brown Street North 10°43'33" West 158.45 feet; Thence leaving said right of way line North 71°33'17" East, 335.92 feet to a point on the Westerly right of way line of Edmonds Drive;

Thence along said Westerly right of way line of Edmonds Drive South 10°43'43" Bast, 146.95 feet; Thence leaving said right of way line South 71°33'17" West, 133.40 feet;

Thence South 10°43'35" East, 11.50 feet to a point on the Northerly right of way line of Gordon Street; Thence along said Northerly right of way line of Gordon Street, South 17°33'17" West, 202.53 feet to the POINT OF BEGINNING.

Said land is also shown as Parcel 1 on the Record of Survey Supporting a Boundary Line Adjustment for Schaffner Ranch, according to the map thereof, filed in the office of the County Recorder of Carson City, State of Nevada, on September 9, 1999, in Book 8 of Maps, Page 2334, as File No. 239927, Official Records.

APN: 8-304-05

Document No. 475673 is provided pursuant to the requirements of Section 6.NRS 111.312.

PARCEL 3A:

All that portion of the Southeast 1/4 of Section 31, Township 15 North, Range 20 East, M.D.B.&M., being more particularly described as follows:

BEGINNING at a point on the Westerly right-of-way line of U.S. Highway 395, from which the corner of Section 5, 6, 31 and 32, Township 14 and 15 North, Range 20 East, M.D.B.&M., now marked by a wooden post at the corner of fences running West, East and North, bears South 50°00'48" East 992.9 feet distance;

Thence along the highway right-of-way line as follows:

North 07°46'34" East 116.54 feet to the beginning of a 200 foot radius curve to the left;

Thence 429.12 feet along the arc of said curve measured by 122°56' of central angle to the end of said curve;

Thence South 64°50'34" West 100 feet to a point on the Southerly right-of-way line of the South leg of U.S. Highway 50;

Thence South 25°09'26" East 431.48 feet to an old fence line;

Thence North 57°53'29" East 206.02 feet along said old fence line to the PLACE OF BEGINNING.

The bearing source of this description being a geodetic azimuth carried into the corner of Section 5, 6, 31 and 32 from Nevada Highway Department 2nd, order triangulation Station Duck Hill and differing from Highway bearings on U.S. 50 and U.S. 395 by a plus value of 26 minutes in the Northwest Quadrant.

PARCEL 3B:

All that certain real property situated in the Southeast 1/4 of Section 31, Township 15 North, Range 20 East, M.D.B.&M., as set forth in Abandonment Daed recorded April 10, 2001, as Document No. 260190, Official Records of Carson City, State of Nevada, more particularly described as follows:

BEGINNING at a point on the Southerly right-of-way line of Old Clear Creek road, said point also being the Northwest corner of that certain parcel as shown on Record of Survey for J.D.S. Corporation, Map No. 1822, File No. 104633, Official Records of Carson City Nevada;

Thence N. 25°09'26" W., leaving said Southerly right-of-way, a distance of 48.00 feet;

Thence N. 64°50'34" E., a distance of 76.98 feet;

Thence along a curve to the right having a radius of 348.00 feet, arc length of 207.11 feet, delta angle of 34°06′00″, a chord bearing of N. 81°53′34″ E., a chord length of 204.07 feet;

There S. 81°03'26" E., a distance of 157.90 feet to a point on the Westerly right-of-way of U.S. Highway 395:

Thence S. 07°46'34" W., along said Westerly right-of-way, a distance of 248.27 feet to a point on said Southerly right-of-way, of Old Clear Creak Road;

Thence along said Southerly right-of-way, along a curve to the left having a radius of 200.00 feet, a tangent bearing of N. 07°46'34" E., are length of 429.12 feet, delta angle of 122°56'00", a chord bearing of N. 53°41'26" W., and a chord length of 351.42 feet;

Thence S. 64°50'34" W., continuing along said Southerly right-of-way a distance of 100.00 feet to the TRUE POINT OF BEGINNING.

APN: 9-303-08

Document No. 375651 is provided pursuant to the requirements of Section 6.NRS 111.312.

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

PARCEL 4:

A parcel of land situate in the Southeast Quarter of the Southwest Quarter of Section 29, Township 13 North, Range 20 East, M.D.B.&M., and being more particularly described as follows:

BEGINNING at the Northwest corner of that Parcel shown as A.P.N. 1320-29-401-006, on that Record of Survey for Douglas County, recorded as Document No. 673541, April 27, 2006, Official Records of Douglas County;

Thence S. 33°24'41" W., a distance of 222.88 feet;

Thence N. 62°02'04" W., a distance of 47.82 feet,

Thence S. 27°13'20" W., a distance of 37,63 feet;

Thence S. 79°46'18" W., a distance of 95.20 feet,

Thence N. 62°39'08" W., a distance of 76.71 feet; Thence S. 27°21'18" W., a distance of 118.07 feet;

Thence S. 62°41'32" E., a distance of 82.00 feet to the Westerly Right-of-Way of Eighth Street;

Thence S. 26°59'53" W., along said Westerly Right-or-Way, a distance of 42.00 feet;

Thence N. 62°40'37" W., leaving said Westerly Right-of-Way, a distance of 132.33 feet;

Thence along a non-tangent curve to the left, having a radius of 85.00 feet, through a central angle of

56°45'57", and an arc length of 84.21 feet, a chord bearing of S. 55°44'17" W., a chord distance of 80.81;

Thence S. 27°21'45° W., a distance of 81.55 feet to the North Right-of-Way of Highway 395; Thence along said Northerly Right-of-Way, N. 62°38'42" W., a distance of 495.58 feet;

Thence leaving said Northerly Right-of-Way, N. 27°21'18" E., a distance of 120.00 feet;

Thence N. 62°38'45" W., a distance of 207.70 feet;

Thence N. 27°42'56" E., a distance of 58.83 feet;

Thence along a non-tangent curve to the left, with a radial bearing of N. 37°00'14" E., having a radius of

22.13 feet, through a central angle of 89°19'03", and an arc length of 34.50 feet;

Thence N. 27°15'37" E., a distance of 258.43 feet;

Thence along a curve to the left, having a radius of 12.07 feet, through a central angle of 38°58'22", and an arc length of 8.21 feet;

Thence N. 31°02'07" W., a distance of 62.90 feet,

Thence N. 71°52'56" W., a distance of 397.31 feet to the East line of Parcel IA-1, as shown on that Record of Survey for Mulreany Associates on file as Document No. 588800, Official Records for Douglas County;

Thence N. 00°59'13" E., along said East line, a distance of 427.85 feet;

Thence S. 68°20'03" E., leaving said East line, a distance of 1,031.14 feet;

Thence S. 27°21'15" W., a distance of 146.31 feet;

Thence S. 62°38'42" E., a distance of 767.66 feet;

Thence S. 27°21'18" W., a distance of 105.13 feet;

Thence N. 75°01'00" W., a distance of 168.86 feet to the POINT OF BEGINNING.

Said land is also shown as Parcel 1 as shown on the Record of Survey in Support of a Boundary Line Adjustment for G Peg II, LLC. & First Amended Dean Sceman Trust Agreement, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on May 19, 2011, in Book 511, Page 3437, as File No. 783462, Official Records.

APN: 1320-29-401-018

Document No. 783461 is provided pursuant to the requirements of Section 6.NRS 111.312.

PARCEL 5:

A parcel of land situate in the Southeast Quarter of Section 30 and the Southwest Quarter of Section 29, Township 13 North, Range 20 East, M.D.B.&M., and being more particularly described as follows;

Commencing at the Northwest corner of that Parcel shown as A.P.N. 1320-29-401-006 on that Record of Survey for Douglas County, recorded as Document No. 673541, April 27, 2006, Official Records of Douglas County;

Thence N. 69°57'00" W., a distance at 1,055.17 feet to the POINT OF BEGINNING;

Thence S. 31°02'07" E., a distance of 62.90 feet;

Thence along a curve to the right, having a radius of 12.07 feet, through a central angle of 38°58'22", and an arc length of 8.21 feet;

Thence S. 27°15'37" W., a distance of 258.43 feet;

Thence along a curve to the right, having a radius of 22.13 feet, through a central engle of 89°19'03", and an arc length of 34.50 feet;

Thence S. 27°42'56" W., a distance of 106.58 feet;

Thence N. 62°38'46" W., a distance of 65.00 feet;

Thence N. 27°21'24" E., a distance of 57.00 feet;

Thence N. 62°38'45" W., a distance of 209.92 feet;

Thence S. 01°02'47" W., a distance of 144.17 feet to the North Right-of-Way of Highway 395; Thence N. 62°38'42" W., along said North Right-of-Way, a distance of 41.44 feet to the Easterly line of

Thence N. 62°38'42" W., along said North Right-of-Way, a distance of 41.44 feet to the Easterly line of Parcel 4A, as shown on that Record of Survey for Mulreany Associates on file as Document No. 588800, Official Records for Douglas County;

Thence N. 06°15'15" E., along said Easterly line, a distance of 420.94 feet;

Thence N. 00°59'13" E., contiming along said Easterly line, a distance of 43.44 feet;

Thence S. 71°52'56" E., leaving said Easterly line, a distance of 397.31 feet to the POINT OF BEGINNING

Said land is also shown as Parcel 3 as shown on the Record of Survey in Support of a Boundary Line Adjustment for G Peg II, LLC. & First Amended Dean Seeman Trust Agreement, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on May 19, 2011, in Book 511, Page 3437, as File No. 783462, Official Records.

APN: 1320-29-401-020

Document No. 783461 is provided pursuant to the requirements of Section 6.NRS 111.312.

PARCEL 6:

A parcel of land situate in the Southeast Quarter of the Southwest Quarter of Section 29, Township 13 North, Range 20 East, M.D.B.&M., and being more particularly described as follows:

Commencing at the Northwest corner of that Parcel shown as A.P.N. 1320-29-401-006 on that Record of Survey for Douglas County, recorded as Document No. 673541, April 27, 2006, Official Records of Douglas County;

Thence S. 33°24'41" W., a distance of 129.24 feet; Thence S. 33°24'41" W., a distance of 93.47 feet; Thence N. 62°02'04" W., a distance of 47.82 feet; Thence S. 27°13'20" W., a distance of 37.63 feet; Thence S. 79°46'18" W., a distance of 95.20 feet; Thence N. 62°39'08" W., a distance of 76.71 feet; Thence S. 27°21'18" W., a distance of 36.92 feet; Thence S. 62°43'35" W., a distance of 36.92 feet; Thence S. 79°46'18" W., a distance of 42.47 feet;

Thence along a curve to the left, having a radius of 110.00 feet, through a central angle of 52°25'00', and an arc length of 110.63 feet;

Thence S. 27°21'45" W., a distance of 71.56 feet;

Thence along a curve to the right, having a radius of 10.00 feet, through a central angle of 90°00'00", and an arc length of 15.71 feet to the Northerly Right-of-Way of Highway 395;

Themee along said Northerly Right-of-Way, N. 62°38'42" W., a distance of 460.59 feet to the POINT OF BEGINNING;

Thence leaving said Northerly Right-of-Way, N. 27°21'18" E., a distance of 120.00 feet;

Thence N. 62°38'45" W., a distance of 207.70 feet;

Theres S. 27°42'56" W., a distance of 47.75 feet;

Thence N. 62°38'46" W., a distance of 65.00 feet;

Thence S. 27°21'24" W., a distance of 72.24 feet to said Northerly Right-of-Way of Highway 395; Thence along said Northerly Right-of-Way, S. 62°38'42" E., a distance of 273.00 feet to the POINT OF BEGINNING.

Said land is also shown as Parcel 3 as shown on the Record of Survey in Support of a Boundary Line Adjustment for G Peg II, LLC., according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on January 4, 2010, in Book 110, Page 307, as File No. 756590, Official Records.

APN: 1320-29-401-014

Document No. 756591 is provided pursuant to the requirements of Section 6.NRS 111.312.

PARCEL 7:

A purcel of land situate in the Southeast Quarter of the Southwest Quarter of Section 29, Township 13 North, Range 20 East, M.D.B.&M., and being more particularly described as follows:

Commencing at the Northwest corner of that Parcel shown as A.P.N. 1320-29-401-006 on that Record of Survey for Douglas County, recorded as Document No. 673541, April 27, 2006, Official Records at Douglas County;

Thence S. 87°07'33" W., a distance of 1,250.51 feet to a point on the North Right-of-Way at Highway 395 and the POINT OF BEGINNING;

Thence N. 62°38'42" W., along said North Right-of-Way, a distance of 146.02 feet;

Thence N. 01°02'47" E., leaving said North Right-of-Way, a distance of 144.17 feet;

Thence S. 62°38'45" E., a distance of 209.92 feet:

Thence S. 27°21'24" W., a distance of 129.24 feet to the POINT OF BEGINNING.

Said land is also shown as Parcel 4 as shown on the Record of Survey in Support of a Boundary Line Adjustment for G Peg II, LLC. & First Amended Dean Seeman Trust Agreement, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on May 19, 2011, in Book 511, Page 3437, as File No. 783462, Official Records.

APN: 1320-29-401-019

Document No. 783461 is provided pursuant to the requirements of Section 6.NRS 111.312.

PARCEL 8:

Being a portion of the Southeast 1/4 of Section 30, Township 13 North, Range 20 East, M.D.B.&M, in the County of Douglas, State of Nevada, being more particularly described as follows:

BEGINNING at the Southeasterty corner of Parcel 4 of the Record of Survey in Support of a Boundary Line Adjustment, recorded in Book 497, at Page 3362, as Document No. 411708, of the Official Records of said Douglas County, said corner being on the Northeasterty right-of-way line of U.S. Highway 395;

Thence Northwesterly along said right-of-way line, N. 63°25'00" W., 222.97 feet;

Thence N. 23°37'31" E., 104.73 feet;

Thence N. 66°17'29" W., 57.99 feet to a point on the Northwesterly line of that certain parcel described in the Grant, Bargain and Sale Deed, recorded in Book 1286, Page 4355, as Document No. 147792, of the Official Records of said Douglas County;

Thence Northeasterly along said Northwesterly line N. 23°46'21" E., 284.45 feet; Thence S. 66°13'39" E., 150.16 feet to a point on the Easterly line of said Parcel 4; Thence Southerly along the Easterly line of said Parcel 4, S. 00°15'05" W., 9.28 feet; Thence S. 05°47'19" W., 411.65 feet to the POINT OF BEGINNING.

Said land is also shown as Parcel 4A as shown on the Record of Survey in Support of a Boundary Line Adjustment for Mulreany Associates, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on September 4, 2003, in Book 903, Page 1851, as File No. 588800, Official Records.

APN: 1320-30-803-004

Document No. 756538 is provided pursuant to the requirements of Section 6.NRS 111.312.

PARCEL 9:

A parcel of land situate in the Southeast Quarter of the Southwest Quarter of Section 29, Township 13 North, Range 20 East, M.D.B.&M., and being more particularly described as follows:

Commencing at the Northwest corner of that Parcel shown as AP.N. 1320-29-401-006 on that Record of Survey for Douglas County, recorded as Document No. 673541, April 27, 2006, Official Records of Douglas County;

Thence S. 33°24'41" W., a distance of 222.88 feet;

Thence N. 62°02'04" W., a distance of 47.82 feet;

Thence S. 27°13'20" W., a distance of 37.63 feet to the POINT OF BEGINNING;

Thence S. 79°46'18" W., a distance of 95.20 feet;

Thence N. 62°39'08" W., a distance of 76.71 feet;

Thence S. 27°21'18" W., a distance of 118.07 feet;

Thence S. 62°40'37" E., a distance of 82.00 feet to a point on the Westerly Right-of-Way of 8th Street;

Thence N. 26°59'50" E., along said Right-of-Way a distance of 8.19 feet;

Theoree continuing along said Right-of-Way, along a non-tangent curve to the right, having a radius of 41.00 feet, through a central angle of 111°40'34", and an arc length of 79.91 feet, a chord bearing of S. 55°37'44" E. and distance of 67.85 feet;

Thence N. 28°17'01" E., leaving said Right-of-Way a distance of 176.22 feet to the POINT OF BEGINNING.

APN: 1320-29-401-022

Document No. 781617 is provided pursuant to the requirements of Section 6.NRS 111.312.

PARCEL 10:

A parcel of land lying within a portion of Section 29, Township 13 North, Range 20 East, M.D.B.&M., more particularly described as follows:

COMMENCING at the Southwest corner of Parcel 3 as shown on the Record of Survey in Support of a Boundary Line Adjustment for G Peg II, LLC & First Amended Dean Seeman Trust Agreement, filed for record May 19, 2011, in the office of Recorder, County of Douglas as Document No. 783462, a found rail & tag, PLS 3209, said point falling on the Easterly line of U.S. Highway 395;

Thence along said Easterly line of U.S. Highway 395, S. 62°38'42" E., 955.79 feet to the POINT OF BEGINNING;

Thence N. 27°21'45 E., 81.56 feet;

Thence along the arc of a curve to the right having a radius of 85.00 feet, central angle of 56°45'57" and arc length of 84.21 feet;

Thence S. 62°40'37" E., 132.33 feet to a point on the Northwesterry terminus of Eighth Street (a.k.a. Water Street);

Thence continuing along said Northwesterly terminus of Eighth Street, S. 26°59'53" W., 42.24 feet;

Thence along the Westerly line of said Eighth Street, S. 62°38'42" E., 149.91 feet;

Thence S. 27°21'18" W., 110.49 feet to a point on said Easterly line of U.S. Highway 395;

Thence along said Easterly line of U.S. Highway 395, N. 62°38'42" W., 320.93 feet to the POINT OF BEGINNING.

Said land is also shown as Adjusted Parcel 1 as shown on the Record of Survey to Support a Boundary Line Adjustment for G Peg II, LLC, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on June 8, 2017, as File No. 2017-899716, Official Records.

APN: 1320-29-401-023

Document No. 899714 is provided pursuant to the requirements of Section 6.NRS 111.312.

PARCEL HA:

That portion 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:

A parcel of land being that certain 46,037 square-foot parcel as shown on the Record of Survey for CMS International, filed for record November 14, 2001, in the office of Recorder, Douglas County, Nevada as Document No. 527646, EXCEPTING therefrom that parcel of land granted to Patricia Lynn Gage from The Holder Group Sharkey's, LLC, per Grant Deed filed for record August 29, 2006, in said office of Recorder as Document No. 683231, further described as follows:

BEGINNING at the Northerly corner of said 46,037 square-foot parcel, said point being the intersection of the Westerly line of U.S. Highway 395 and the Southerly line of Gilman Avenue:

Thence along said Westerly line of U.S. Highway 395, South 44°54'00° East, 195.64 feet to the Easterly corner thereof;

Thence leaving said Westerly line of U.S. Highway 395, South 45°33'06" West, 221.32 feet to the Southerly corner thereof;

Thence North 45°08'18" West, 192.50 feet to a point on said Southerly line of Gilman Avenue; Thence along said Southerly line of Gilman Avenue, North 44°44'26" East, 222.12 feet to the POINT OF BEGINNING.

Said land is also shown as Parcel 1 on the Record of Survey for See Horse 1, LLC, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on June 15, 2015, as File No. 2015-864092, Official Records.

Document No. 2015-864091 is provided pursuant to the requirements of Section 6.NRS 111.312.

APN: 1320-33-401-053

PARCEL 11B:

That portion 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 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 percel of land described in Document No. 385695, 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, 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, Official Records of said Douglas County;

Thence Northwesterly along the Northeasterly line of said parcel North 44°58°6° 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 Rabback 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 6;

Thence South 44°54'10" East 130.93 feet to the most Easterly 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.

Document No. 2015-857729 is provided pursuant to the requirements of Section 6.NRS 111.312.

Excepting therefrom all that certain lot, piece or parcel of land conveyed to G Peg I, LLC, a Nevada limited liability company, by Deed in Lieu of Foreclosure, recorded December 17, 2014, as Document No. 2014-854594, Official Records, being more particularly described as follows:

BEGINNING at a point one hundred feet Southwest of the West bank of ditch lying along West side of the County Road at the Southeast corner of M. Jensen's Ranch in Douglas County, now the Motor Inn Garage also known as Douglas Motors;

And running in a Northwesterly direction one hundred feet;
Thence at right angle Southwesterly eighty feet;
Thence running in a Southeasterly direction at right angle one hundred feet;
Thence running Northeasterly at right angle along North side of Gilman Avenue, now School Street, eighty feet, to PLACE OF BEGINNING, all in Section 33, Township 13 North, Range 20 East, M.D.B.&M.

Document No. 2014-854594 is provided pursuant to the requirements of Section $6.NRS\ 111.312$.

APN: 1320-33-401-015, 016 and 018





Douglas County Recorder's Office Karen Ellison, Recorder

http://recorder.co.douglas.nv.us kellison@co.douglas.nv.us (775) 782-9027

LEGIBILITY NOTICE

The Douglas County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties right may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed, it may not reproduce a legible copy.

Signature

Printed Name

Date