

APN: 1220-10-610-001
When Recorded Return To:
Nevada State Development Corp.
6572 S McCarran Blvd.
Reno, NV 89509

Loan Name: Carson Valley Oral
Surgery
Loan No.: 4515845004

233396-ES

space above line for recorder

SUBORDINATION AGREEMENT

This agreement dated for reference January 29, 2018 ("Subordination Agreement"), is made by and among: the SMALL BUSINESS ADMINISTRATION, an agency of the United States of America ("SBA"); City National Bank ("Lender"); and East Sierra Investment Group, LLC a Nevada limited liability company ("Owner").

RECITALS

SBA is the holder and beneficiary of a **Deed of Trust** executed by Owner dated May 16, 2012, which was recorded on July 31, 2012 under Document No. 806760, official records of Douglas County, Nevada.

This **Deed of Trust** ("SBA Security Instrument") was pledged to secure a note in the sum of \$ 661,000.00, Six Hundred Sixty-One Thousand Dollars, in favor of Nevada State Development Corporation ("CDC"), which evidences a loan made by the CDC to East Sierra Investment Group, LLC, a Nevada limited liability company ("Borrower") under SBA's 504 Loan Program ("SBA Loan").

Owner has also executed, or is about to execute, a Deed of Trust dated February 2, 2018 in favor of Lender, City National Bank "which shall be recorded concurrently herewith."

This **Deed of Trust** together with ("Lender's Security Instrument") secures a note in a sum not to exceed \$730,000.00, Seven Hundred Thirty Thousand Dollars, dated February 2, 2018 which evidences a loan to the Owner made by the Lender ("Lender Loan").

Lender has requested that SBA's lien position on the real and personal property described in the SBA Security Instrument ("Property") be subordinated to the lien position of Lender's Security Instrument. SBA is willing to do so provided that it retains its priority with regard to all other legal and equitable interests in the Property.

AGREEMENT

In consideration of the mutual benefits to the parties and to induce Lender to make the Lender Loan, it is hereby agreed as follows:

(1) Use of Lender Loan Proceeds. 100% of the proceeds of the Lender Loan shall be used for the following described purpose(s): Shall be applied to satisfy debt secured by a lien presently superior to the lien of the SBA Deed of Trust. **Any other use of the proceeds, except to pay necessary, reasonable and customary closing costs, shall void this Subordination Agreement.**

(2) Lender Warranty. Lender would not make the Lender Loan without this Subordination Agreement.

(3) Subordination of SBA Lien Priority. Lender's Security Instrument, and any renewals or extensions thereof, shall be a lien on the Property prior to the lien of SBA's Security Instrument.

(4) Hold Harmless Agreement. Except as expressly provided herein, this Subordination Agreement shall not operate to, or be construed to, alter the priority of SBA's Security Instrument with regard to any legal or equitable interest in the Property. Owner and Lender shall hold SBA harmless from any impairment of its lien (with regard to any third party) which is occasioned by this Subordination Agreement.

(5) Required Signatures. This Subordination Agreement is void if it is not duly executed by SBA, Lender, and Owner, or does not contain the written approval of all other individuals and legal entities with direct or contingent liability for repaying the SBA Loan such as the Borrower and all guarantors.

(6) Lender Compliance with SBA 504 Loan Program Requirements. All documents evidencing the Lender Loan and Lender's Security Instrument must comply with SBA 504 Loan Program requirements, including but not limited to those identified in the following subparagraphs, and, in the event one or more of the provisions in such documents do not comply with these requirements, Lender waives any right to enforce such provisions while the SBA Loan has any unpaid balance.

(a) No Open-Ended Features and No Future Advances. The Lender Loan must not be open-ended. The Lender may not make future advances except for reasonable costs of collection, maintenance, and protection of the Lender Loan and Lender's Security Instrument.

(b) No Early Call or Demand Provisions. The documents evidencing the Lender Loan and the Lender's Security Instrument must not contain an early call feature or any provision that allows Lender to make demand other than when there has been a material default under the terms of the Lender Loan documents, such as failure to make timely payments, failure to pay taxes when due, or violation of any financial covenants that would cause a prudent lender to believe that the prospect of payment or performance of the Lender Loan is impaired.

(c) No Cross-Collateralization. The Property covered by Lender's Security Instrument must only secure the Lender Loan; and the Property must not, currently or in the future, be used as security for any other financing provided by Lender that purports to be in a superior position to that of the SBA Loan, unless authorized in writing by SBA.

(d) No Cross-Default. During the term of the SBA Loan, Lender must not exercise any cross-default, "deem at-risk," or any other provisions in the documents evidencing the Lender Loan or Lender's Security Instrument that allow Lender to make demand on the Lender Loan prior to maturity unless the Lender Loan is in material default.

(e) Reasonable Interest Rate. The Lender Loan must have a reasonable interest rate that must not exceed the maximum interest rate for loans from commercial financial institutions as published periodically by SBA in the Federal Register and in effect as of the date of this Subordination Agreement.

(7) Notice of Default on Lender Loan. Lender must provide CDC and SBA with written notice of any material default on the Lender Loan or Lender's Security Instrument (referencing the SBA Loan number on page one of this Agreement) within thirty (30) days after the expiration of any cure period. Lender must also provide CDC and SBA with written notice of its intent to enforce collection of the Lender Loan at least sixty (60) days prior to initiating any judicial or non-judicial proceedings against the Borrower, guarantors or the Property. Notice under this Subordination Agreement shall be deemed to have been given when sent to the CDC at the following address: 6572 S McCarran Blvd., Reno NV 89509; and to SBA at the following address: 801 R Street, Suite 101, Fresno California.

(8) Limitation on Default Interest Rate on Lender Loan. In the event of default on the Lender Loan, Lender may not escalate the interest rate to a rate greater than the maximum rate published by SBA in the Federal Register and in effect as of the date of this Subordination Agreement. If SBA purchases the Lender Loan or note, SBA will only pay the interest rate on the note in effect before the date of default.

(9) Marshalling of Collateral for Lender Loan. In the event Lender decides to liquidate the Lender Loan, if Lender has taken additional collateral as security for the Lender Loan, Lender must liquidate the additional collateral prior to foreclosing its Security Interest

in the Property, and must apply the proceeds from liquidation of the additional collateral to the Lender Loan prior to the proceeds from liquidation of the Property. Provided, however, that the Lender shall not be required to liquidate the additional collateral if it is not commercially reasonable to do so, (e.g., the additional collateral has insufficient value to justify the cost of collection) and Lender provides written justification for not liquidating the additional collateral in the 60 day notice it is required to provide the CDC and SBA prior to foreclosing its Security Interest in the Property.

(10) Subordination of Default Charges to SBA Loan.

(a) The term "Default Charges" includes, but is not limited to, prepayment penalties, as well as late fees, escalated interest, and other charges after default on the Lender Loan.

(b) To the extent the Lender's Security Instrument secures any amounts attributable to Default Charges, the Lender's Security Instrument is and will be subordinate to SBA's Security Instrument. This subordination applies only to CDC and SBA and their successors and assigns, and shall not inure to the benefit of Borrower or any guarantor of the Lender Loan.

(c) In the event of default on the Lender Loan, CDC or SBA may bring the Lender Loan current or acquire the Lender Loan including Lender's Security Instrument. Lender agrees that in either of these circumstances, the amount to bring the Lender Loan current or the purchase price of the Lender Loan will be net of all amounts attributable to Default Charges subordinated to the SBA Mortgage. Lender further agrees that if it receives any amounts attributable to Default Charges, Lender holds such funds in trust for SBA and will immediately remit them to SBA.

(d) If Lender sells, or intends to sell the note evidencing the Lender Loan:

(1) If the Lender Loan is not in default, within 15 calendar days of the sale Lender must provide CDC and SBA with written notice of the purchaser's name, address and telephone number and confirmation that the purchaser has received an executed copy of this Subordination Agreement.

(2) If the Lender Loan is in default and the Lender intends to sell the note as part of its liquidation strategy, Lender must provide the CDC and SBA with the option to purchase the note at the same price offered by any potential purchaser, net any Default Charges. SBA shall have 45 calendar days from receipt of the notice to exercise its option to purchase the note. If SBA does not exercise its option and the Lender sells the note, within fifteen calendar days of the sale the Lender must provide CDC and SBA with written notice of the purchaser's name, address and telephone number and confirmation that the purchaser has received an executed copy of this Subordination Agreement.

(11) Subordination of Swap Agreement Costs to SBA Loan. If the Lender Loan documents contain a swap component or hedging contract ("Swap Agreement"), all costs associated with the Swap Agreement, (which may be termed swap fees, termination fees, default fees), or other related fees, shall be subordinate to the amounts secured by SBA's Security Instrument.

(12) Cooperation in Event of Liquidation. In the event either the Lender Loan or SBA Loan is declared in default, the parties agree to liquidate the Property in a commercially reasonable and cooperative manner. For example, Lender agrees to: (a) accept a U.S. Treasury check(s) from SBA or CDC to facilitate SBA's liquidation strategy, including, for example, purchase of the Lender Loan; (b) to provide CDC and SBA with the loan payment status, loan payment history, and an itemized payoff statement on the Lender Loan; (c) to provide CDC and SBA, at no charge (except for reasonable charges for photocopies) with copies of any appraisal, environmental investigation, title examination or searches conducted by or for the Lender; and (d) provide any other information about Borrower or the Lender Loan requested by CDC and SBA.

(13) Lender Waiver of Right to Indemnification by SBA or CDC. If the Lender Loan documents contain provisions granting Lender the right to indemnification by subsequent owners of the Property, Lender waives its right to enforce such provisions against SBA and CDC in the event SBA or CDC acquires title to the Property through foreclosure, acceptance of a deed in lieu of foreclosure, or otherwise.

(14) No Implied Third Party Beneficiaries. The parties agree that this Subordination Agreement shall not grant any right, benefit, priority, or interest to any third party, including but not limited to the SBA Loan Borrower or guarantor(s).

(15) Successors and Assigns. This Subordination Agreement shall bind and inure to the benefit of the respective parties and their successors and assigns, including any party acquiring the Lender Loan and Lender's Security Instrument by sale, assignment, or other transfer from Lender. Lender agrees that SBA may assign this Subordination Agreement, and waives all rights to contest such assignment.

(16) Federal Law. When SBA is the holder of the note evidencing the SBA Loan, this Subordination Agreement and all related loan documents shall be construed in accordance with federal law. CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes, but by using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax, or liability. Lender may not claim or assert against SBA any local or state law to deny any obligation of the Borrower, or defeat any claim of SBA with respect to the SBA Loan.

(17) Termination. This Subordination Agreement will terminate upon payment in full of either the Lender Loan or the SBA Loan and all costs related thereto.

(18) Counterparts. This Subordination Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

(19) Validity of Provisions. In the event that any provision of this Subordination Agreement is deemed invalid by a court of competent jurisdiction, all other provisions of this Subordination Agreement shall remain valid and enforceable.

(20) Authority to Execute Subordination Agreement. The persons signing below certify that they have been duly authorized to execute this Subordination Agreement on behalf of their respective party.

U.S. SMALL BUSINESS ADMINISTRATION

By: _____

John L. Gossett
Assistant Center Director



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
County of Fresno

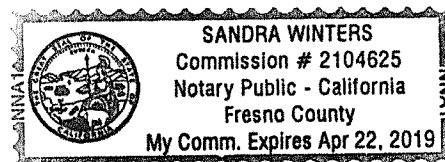
On JAN 29 2018 before me, Sandra Winters, notary public, personally appeared John L. Gossett, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/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 PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Sandra Winters



City National Bank

Lori Haney
By:

State of Nevada
County of Carson City

On Feb. 2, 2018, 2018 before me L. LAYTON, a Notary Public, personally appeared Lori Haney as SVP of City National Bank, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature [Signature]



East Sierra Investment Group, LLC, a Nevada limited liability company

[Signature]
By: Edward J. Gray, D.M.D.

Desert Sage Investments, LLC, a Nevada limited liability company, Member

[Signature]
By: Julie Ann Gray, Manager

State of Nevada
County of Carson City

On February 2, 2018 before me Lori Haney, a Notary Public, personally appeared Edward J. Gray, D.M.D. as Manager of East Sierra Investment Group, LLC a Nevada limited liability company, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature Lori Haney



State of Nevada
County of Carson City

On February 2, 2018 before me Lori Haney, a Notary Public, personally appeared Julie Ann Gray as Manager of Desert Sage Investments, LLC, a Nevada limited liability company, Member, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature Lori Haney



Consented to and approved by:
Edward Gray, D.M.D., LTD., a Nevada professional corporation

[Signature]
By: Edward J. Gray, President/Secretary

State of Nevada
County of Carson City

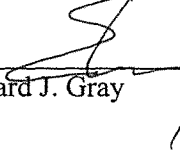
On February 2, 2018 before me Lori Haney, a Notary Public, personally appeared Edward J. Gray, as President/Secretary of Edwrad Gray, D.M.D., LTD., a Nevada professional corporation personally known to me (or proved on the basis of Satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature Lori Haney



Additional Guarantors:

Edward J. Gray

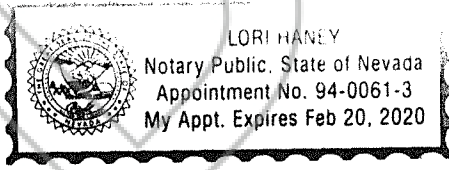


Edward J. Gray

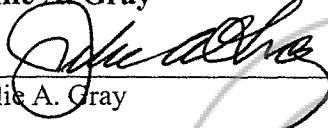
State of Nevada
County of Carson City

On February 2, 2018 before me Lori Haney, a Notary Public, personally appeared Edward J. Gray, personally known to me (or proved on the basis of Satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature Lori Haney



Julie A. Gray



Julie A. Gray


State of Nevada
County of Carson City

On February 2, 2018 before me Lori Haney, a Notary Public, personally appeared Julie A. Gray, personally known to me (or proved on the basis of Satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

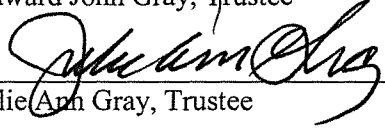
Signature Lori Haney



**Edward John Gray and Julie Ann Gray as Trustees of The Gray Family Living Trust,
dated January 14, 2004**



Edward John Gray, Trustee



Julie Ann Gray, Trustee

State of Nevada
County of Carson City

On February 2, 2018 before me Lori Haney, a Notary Public, personally appeared Edward John Gray, as Trustee of The Gray Family Living Trust, dated January 14, 2004 personally known to me (or proved on the basis of Satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature Lori Haney



State of Nevada
County of Carson City

On February 2, 2018 before me Lori Haney, a Notary Public, personally appeared Julie Ann Gray, as Trustee of The Gray Family Living Trust, dated January 14, 2004 personally known to me (or proved on the basis of Satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature Lori Haney



Desert Sage Investments, LLC, a Nevada limited liability company, Member

Julie Ann Gray
By: Julie Ann Gray, Manager

State of Nevada
County of Carson City

On February 2, 2018 before me Lori Haney, a Notary Public, personally appeared Julie Ann Gray as Manager of Desert Sage Investments, LLC, a Nevada limited liability company, Member, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature *Lori Haney*



Emerald Bay Properties, a California limited liability company

Ross W. Groelz
By: Ross W. Groelz, Manager

*Reconfigured LLC after
Divorce in June 22, 2015*

N/A
~~By: Doris M. Groelz, Manager~~

State of Nevada
County of Carson City

On January 30, 2018 before me Lori Haney, a Notary Public, personally appeared Ross W. Groelz as Manager of Emerald Bay Properties, a California limited liability company, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature *Lori Haney*



Desert Sage Investments, LLC, a Nevada limited liability company, Member

Julie Ann Gray
By: Julie Ann Gray, Manager

State of Nevada
County of Carson City

On February 2, 2018 before me Lori Haney, a Notary Public, personally appeared Julie Ann Gray as Manager of Desert Sage Investments, LLC, a Nevada limited liability company, Member, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature *Lori Haney*



Emerald Bay Properties, a California limited liability company

By: Ross W. Groelz, Manager

Doris M. Groelz
By: Doris M. Groelz, Manager

State of _____
County of _____

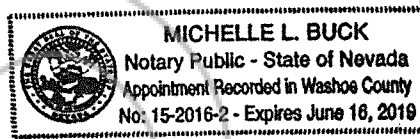
On _____, 2018 before me _____, a Notary Public, personally appeared Ross W. Groelz as Manager of Emerald Bay Properties, a California limited liability company, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature _____

State of Nevada
County of Washoe

On Jan 29th, 2018 before me Michelle L. Buck, a Notary Public, personally appeared Doris M. Groelz as Manager of Emerald Bay Properties, a California limited liability company, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature Michelle L. Buck



Ross W. Groelz

By: Ross W. Groelz

State of _____
County of _____

On _____, 2018 before me _____, a Notary Public, personally appeared Ross W. Groelz, personally known to me (or proved on the basis of Satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

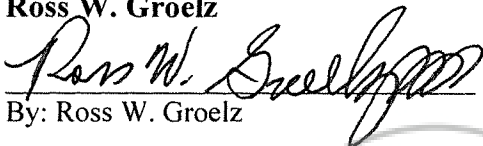
Signature _____

State of Nevada
County of _____

On _____, 2018 before me _____, a Notary Public, personally appeared Doris M. Groelz as Manager of Emerald Bay Properties, a California limited liability company, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.


Signature _____

Ross W. Groelz


By: Ross W. Groelz

State of Nevada
County of Carson City

On January 30, 2018 before me Lori Haney, a Notary Public, personally appeared Ross W. Groelz, personally known to me (or proved on the basis of Satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature 



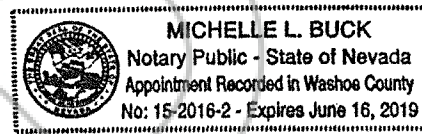
Doris M. Groelz

Doris M. Groelz
By: Doris M. Groelz

State of Nevada
County of Washoe

On January 29, 2018 before me Michelle L. Buck, a Notary Public, personally appeared Doris M. Groelz, personally known to me (or proved on the basis of Satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, execute the instrument.

Signature Michelle L. Buck



Ross W. Groelz and Doris M. Groelz, as Trustees of the Groelz Family Trust, dated August 2, 2006

By: Ross W. Groelz, Trustee
Doris M. Groelz
By: Doris M. Groelz, Trustee

State of _____
County of _____

On _____, 2018 before me _____, a Notary Public, personally appeared Ross W. Groelz, as Trustee of the Groelz Family Trust, dated August 2, 2006, personally known to me (or proved on the basis of Satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, execute the instrument.

Signature _____

Doris M. Groelz

By: Doris M. Groelz

State of Nevada

County of _____

On _____, 2018 before me _____, a Notary Public, personally appeared Doris M. Groelz, personally known to me (or proved on the basis of Satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, execute the instrument.

Signature _____

Ross W. Groelz and Doris M. Groelz, as Trustees of the Groelz Family Trust, dated August 2, 2006

Ross W. Groelz
By: Ross W. Groelz, Trustee

*Disolved this trust on
June 22, 2016 per Dissolution
of Marriage*

By: Doris M. Groelz, Trustee

State of Nevada
County of Carson City

On January 30, 2018 before me Lori Haney, a Notary Public, personally appeared Ross W. Groelz, as Trustee of the Groelz Family Trust, dated August 2, 2006, personally known to me (or proved on the basis of Satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, execute the instrument.

Signature Lori Haney



State of Nevada
County of Washoe

On January 29, 2018 before me Michelle L. Buck, a Notary Public, personally appeared Doris M. Groelz, as Trustee of the Groelz Family Trust, dated August 2, 2006, personally known to me (or proved on the basis of Satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, execute the instrument.

Signature Michelle L. Buck

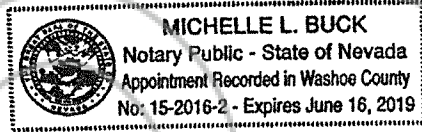


EXHIBIT "A"
Legal Description

Parcel 1:

A parcel of land located within a portion of Section 10, Township 12 North, Range 20 East, M.D.M., more particularly described as follows:

Commencing at a point on the Northeasterly right of way line of U.S. Highway 395 being the beginning of a curvature at station 289+97.69 (Tangent bears south 44°45'21" East), said point bearing North 45°14'39" East, 4.10 feet from a found right of way monument per record of survey for Stoddard Jacobsen recorded in the office of the recorder, Douglas County, Nevada, as Document No. 129795; thence along said right of way South 44°45'21" East, 918.44 feet to the Northwesterly corner of Parcel 3-C-2-C, as shown on Parcel Map #4 for Jacobsen Family Trust of 1982, recorded in the office of the recorder, Douglas County, Nevada, as Document No. 338399; thence continuing along said right of way South 44°45'21" East, 159.61 feet to the point of beginning; thence North 00°59'14" West, 191.79 feet; thence North 00°42'58" West, 87.16 feet; thence South 44°45'21" East, 302.87 feet to a point on the Northwesterly right of way of Charlotte Way per Final Map for JEWELL COMMERCIAL PARK, PHASE 2, recorded July 24, 1997 in the office of the recorder Douglas County, Nevada, as Document No. 417846; thence along said Northwesterly right of way South 29°35'16" West, 141.32 feet; thence along the arc of a curve to the right having a radius of 45.00 feet, central angle of 105°39'23" and an arc length of 82.98 feet to a point on said right of way of U.S. Highway 395; thence along said right of way North 44°45'21" West, 96.56 feet to the point of beginning.

Said parcel is a portion of Lot 2, Block A, of JEWEL COMMERCIAL PARK, PHASE 2, recorded July 24, 1997 in Book 797, page 4053, as Document No. 417846.

Reference is made to record of survey recorded August 26, 1997 in Book 897, page 4697, as Document No. 420220.

Parcel 2:

A reciprocal access easement for a common driveway as set forth in that certain document recorded August 15, 2000 in Book 800, page 2869, as instrument no. 497762, Official Records.

NOTE: The above metes and bounds description previously appeared in document recorded June 22, 2010, in Book 610, Page 4243, as Document No. 765738, Official Records, Douglas County, Nevada.