

DOUGLAS COUNTY, NV **2018-914134**
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\$35.00 Pgs=15 05/11/2018 03:46 PM
FIRST AMERICAN TITLE MINDEN
KAREN ELLISON, RECORDER

When Recorded Return To:
Nevada State Development
Corporation
6572 S. McCarran Blvd.
Reno, NV 89509

Loan Name:
Cristek Interconnects, Inc.
Loan No.: 523-671-5503

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SUBORDINATION AGREEMENT

This agreement dated for reference May 4, 2018 ("Subordination Agreement"), is made by and among: the SMALL BUSINESS ADMINISTRATION, an agency of the United States of America ("SBA"); Heritage Bank of Nevada ("Lender"); and Black Dog Five-Fifty-Five, LLC, a Nevada Limited Liability Company ("Owner").

RECITALS

SBA is the holder and beneficiary of a Deed of Trust assumed by Owner dated December 10, 2012, which was recorded on January 8, 2013 under Instrument Number 815844, Douglas County Official Records.

This Deed of Trust together with ("SBA Security Instrument") was pledged to secure a note in the sum of \$483,000.00 Four Hundred Eighty-Three Thousand Dollars in favor of Nevada State Development Corporation ("CDC"), which evidences a loan made by the CDC to Black Dog Five-Fifty-Five, LLC, a Nevada Limited Liability Company ("Borrower") under SBA's 504 Loan Program ("SBA Loan").

Owner has also executed, a Deed of Trust dated May 3, 2018 in favor of Lender, which was recorded on 05/11/2018 as Instrument Number 2018-914132, Douglas County Official Records.

This Deed of Trust together with ("Lender's Security Instrument") secures a note in a sum not to exceed \$1,157,000.00 One Million One Hundred Fifty-Seven Thousand Dollars dated 5-3-18, which evidences a loan to the Owner made by the Lender ("Lender Loan").

The Beneficial interest of an unrecorded lease dated May 1, 2018, was assigned to NEVADA STATE DEVELOPMENT CORPORATION by Assignment recorded 05/11/2018, as Document Number 2018-914132, Official Records of 2018-914132 County, Nevada. Said Assignment was subsequently re-assigned to the SMALL BUSINESS ADMINISTRATION by Assignment recorded 05/11/2018, as Document No. 2018-914132, Official records of 2018-914132 County, Nevada.

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): To satisfy debt secured by a lien presently superior to the lien of the SBA Deed of Trust, major building improvements, plus customary closing costs. 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, Nevada ; 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.

Borrower:
Black Dog Five-Fifty-Five, LLC

By: John Milazzo, Manager/Member

By: Cristi Cristich-Milazzo, Manager/Member



U.S. SMALL BUSINESS ADMINISTRATION
~~BY its Attorney-In-Fact~~

LENDER:
Heritage Bank of Nevada

Michelle Serrano
Deputy Director

By: *Kip McRibben, VP*

State of Nevada
County of _____

On _____ before me, _____, a Notary Public, personally appeared John Milazzo, Manager/Member of Black Dog Five-Fifty-Five, LLC, 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 executed the same in his authorized capacity, and that by his 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 _____ before me, _____, a Notary Public, personally appeared Cristi Cristich-Milazzo, Manager/Member of Black Dog Five-Fifty-Five, LLC, 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature _____

State of California
County of Fresno

On MAY 04 2010 before me, Theresa J. Pike, notary public, personally

appeared Michelle Serrano, 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 *Theresa J. Pike*



State of Nevada
County of Washoe

On May 8, 2010 before me, Cindy Mackowiak, a Notary Public, personally appeared Kip McKibben, VP of Heritage Bank of Nevada, 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.


Signature *Cindy L. Mackowiak*



(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.


Borrower:
Black Dog Five-Fifty-Five, LLC


By: John Milazzo, Manager/Member



By: Cristi Cristich-Milazzo, Manager/Member



U.S. SMALL BUSINESS ADMINISTRATION
~~BY its Attorney In Fact~~

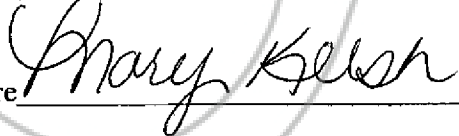

Michelle Serrano
Deputy Director

LENDER:
Heritage Bank of Nevada


By: Kip McKibben, VP

State of ~~Nevada~~ ^{California} Nevada ^{me}
County of ~~Orange~~ ^{Douglas} Douglas ^{me}

On ^{10 me} ~~May 9~~, 2018 before me, ^{me} ~~Cathy L. Town~~ ^{Mary Kelsh} a Notary Public, personally appeared John Milazzo, Manager/Member of Black Dog Five-Fifty-Five, LLC, 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 executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

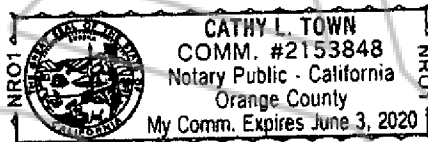
Signature 



State of ^{alt} Nevada California
County of Orange

On May 9, 2018 before me, Cathy L. Town, a Notary Public, personally appeared Cristi Cristich-Milazzo, Manager/Member of Black Dog Five-Fifty-Five, LLC, 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature Cathy L. Town



State of California
County of Fresno

On MAY 04 2018 before me, Theresa J. Pike, notary public, personally

appeared Michelle Serrano 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 Theresa J. Pike



State of Nevada
County of Washoe

On May 8, 2018 before me, Cindy Mackowiak, a Notary Public, personally appeared Kip McKibben, VP of Heritage Bank of Nevada, 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature Cindy L. Mackowiak



The undersigned Guarantor(s)/Borrower(s) hereby consent to all terms above and acknowledge their liability for the above referenced SBA loan is in no manner diminished by this agreement.

Cristek Interconnects, Inc., a Nevada Corporation

By: [Signature]
Cristi Cristich-Milazzo, President/Secretary

State of ~~Nevada~~ ^{CLT} CALIFORNIA
County of ORANGE

On MAY 9, 2018 before me, CATHY L. TOWN, a Notary Public, personally appeared Cristi Cristich-Milazzo, President/Secretary of Cristek Interconnects, Inc., 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature [Signature]
Milazzo-Cristich Family Trust



By: [Signature] TRUSTEE
Cristi Cristich-Milazzo, Trustee

By: [Signature]
John Milazzo, Trustee

State of ~~Nevada~~ ^{CLT} California
County of Orange

On May 9, 2018 before me, Cathy L. Town, a Notary Public, personally appeared Cristi Cristich-Milazzo, Trustee of the Milazzo-Cristich Family Trust, 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature [Signature]



State of ~~Nevada~~ ^{clt} California - NV ^(u)
County of ~~Orange~~ Douglas

On ^{10 MK} May 9, 2018 before me, ^{@ MARY KELSH} Cathy L. Town, a Notary Public, personally appeared John Milazzo, Trustee of the Milazzo-Cristich Family Trust, 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 executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature Mary Kelsh



Cristi Cristich-Milazzo

John Milazzo

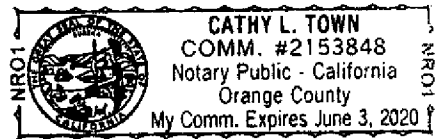
By: [Signature]
Cristi Cristich-Milazzo

By: [Signature]
John Milazzo

State of ~~Nevada~~ ^{clt} California
County of Orange

On May 9, 2018 before me, Cathy L. Town, a Notary Public, personally appeared Cristi Cristich-Milazzo, 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature Cathy L. Town



State of ~~Nevada~~ ^{clt} California - NV ^(u)
County of ~~Orange~~ Douglas

On ^{10 MK} May 9, 2018 before me, ^{MARY KELSH} Cathy L. Town, a Notary Public, personally appeared John Milazzo, 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 executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature Mary Kelsh



EXHIBIT 'A'

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 13 NORTH, RANGE 20 EAST, IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 5 IN BLOCK B OF THE CARSON VALLEY BUSINESS PARK PHASE 1, RECORDED ON SEPTEMBER 21, 1993, IN BOOK 993, PAGE 3579, AS DOCUMENT NO. 318019 OF THE OFFICIAL RECORDS OF SAID DOUGLAS COUNTY, SAID POINT BEING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF BUSINESS PARKWAY;

THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY NORTH 49°51'44" WEST, 231.38 FEET;

THENCE NORTH 40°08'16" EAST, 360.00 FEET;

THENCE SOUTH 49°51'44" EAST, 231.38 FEET;

THENCE SOUTH 40°08'16" WEST, 360.00 FEET TO THE POINT OF BEGINNING.

SAID LAND IS ALSO KNOWN AS BEING LOT 5 IN BLOCK B AS SHOWN ON THE OFFICIAL MAP OF CARSON VALLEY BUSINESS PARK PHASE 1, RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER, STATE OF NEVADA, ON SEPTEMBER 21, 1993, IN BOOK 993, PAGE 3579, AS DOCUMENT NO. 318019, OFFICIAL RECORDS, TOGETHER WITH THAT PORTION OF MID VALLEY PARKWAY AS ABANDONED ON SEPTEMBER 1, 1995, IN BOOK 995, AT PAGE 42, AS DOCUMENT NO. 369679, OFFICIAL RECORDS.

NOTE : THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED ON JUNE 08, 2012, IN BOOK 612, PAGE 1880, AS DOCUMENT NO. 803691 OF OFFICIAL RECORDS.

WHEN RECORDED RETURN TO:
Nevada State Development Corporation
6572 South McCarran Blvd.
Reno, NV 89509

APN: 1320-04-001-004

ASSIGNMENT OF LEASE FOR SECURITY

The undersigned do hereby ASSIGN, SELL AND TRANSFER unto THE U. S. SMALL BUSINESS ADMINISTRATION ("Assignee") their interest in and to that certain Lease Agreement dated May 1, 2018, by and between them and Cristek Interconnects, Inc., a California Corporation, to the premises more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, together with the right in Assignee to receive and take all rents, issues and profits derived therefrom, which assignment and right, however, Assignee agrees not to enforce during such time as the indebtedness owed by the undersigned, or either of them, to Assignee is not in default.

DATED 5/9/2018, 2018.

LESSOR: Black Dog Five-Fifty-Five, LLC, a Nevada Limited Liability Company
Company

John Milazzo
John Milazzo, Manager/Member

Cristi Cristich-Milazzo
Cristi Cristich-Milazzo, Manager/Member

State of Nevada
County of Douglas

On 5-10-18 before me, MARY Kelsch, a Notary Public, personally appeared John Milazzo, as Manager/Member of Black Dog Five-Fifty-Five, LLC, 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 Mary Kelsch



At
State of ~~Nevada~~ California
County of Orange

On May 9, 2018 before me, Cathy L. Town, a Notary Public, personally appeared Cristi Cristich-Milazzo, Manager/Member of Black Dog Five-Fifty-Five, LLC, 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 *Cathy L. Town*
Notary Public



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THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY NORTH 49°51'44" WEST, 231.38 FEET;

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NOTE : THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED ON JUNE 08, 2012, IN BOOK 612, PAGE 1880, AS DOCUMENT NO. 803691 OF OFFICIAL RECORDS.