

Parcel Number: 1420-06-802-007

Recording Requested By,  
And After Recording, Return To:  
WELLS FARGO BANK,  
NATIONAL ASSOCIATION  
MAC C7300-033  
1700 Lincoln Street, 3<sup>rd</sup> floor  
Denver, Colorado 80203  
Attn: Loan Documentation



00074135201809148910160161

KAREN ELLISON, RECORDER

AGREEMENT AND ACKNOWLEDGMENT OF SECURITY INTEREST  
(LANDLORD WAIVER)

THIS AGREEMENT AND ACKNOWLEDGMENT OF SECURITY INTEREST (this "Agreement") is entered into as of March 27, 2018, by and among WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank"), HALL PASS, LLC ("Debtor") and DGD DEVELOPMENT GENERAL PARTNERSHIP ("Landlord").

WHEREAS, Bank has extended, or has agreed to extend, credit to Debtor on the condition, among others, that such credit be secured by a security interest in some or all of Debtor's personal property, including without limitation inventory and equipment (collectively, the "Collateral"), and all or a portion of the Collateral is now or may hereafter be located on that certain real property owned by Landlord in the County of Douglas, Nevada, with an address of 941 Jacks Valley Rd, Carson City, Nevada 89705 and 951 Jacks Valley Rd, Ste A, Carson City, Nevada 89705 (if known), as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, in extending or continuing to extend such credit to Debtor, Bank is relying on the acknowledgments, representations and agreements relating to the Collateral set forth herein.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Landlord, Debtor and Bank hereby acknowledge, represent and agree as follows:

1. Landlord's Acknowledgment. Landlord acknowledges that the security interest of Bank in the Collateral is senior and superior to any claim or right in all or any portion thereof which Landlord now has or may at any time hereafter acquire. Landlord confirms that Landlord has not received notice from any person or entity other than Bank of any claim of right, title or interest in or to any of the Collateral.

2. Notice and License. Landlord agrees to deliver to Bank, at the same time as delivery to Debtor, a copy of any notice given by Landlord to Debtor regarding any breach of, or limitation or termination of, any lease or other agreement between Debtor and Landlord relating to Debtor's use and possession of the Property. Subject to the terms and conditions of this Agreement, Landlord and, where applicable, Debtor agree that notwithstanding any failure by Debtor to perform under, or the termination of, any lease or other agreement between Debtor and Landlord relating to Debtor's use and possession of the Property: (a) Landlord will not dispose of the Collateral nor assert any right or interest therein unless it has first notified Bank in writing and has given Bank a period of thirty (30) days from the date of such notice to commence to exercise Bank's rights in and to the Collateral; and (b) Bank is hereby granted the right and license to enter upon the Property and to possess and use the Property to take possession of

the Collateral and to exercise Bank's rights, powers and remedies with respect to the Collateral, including without limitation completing any work in process, removing any or all of the Collateral from the Property, and sorting, assembling, selling (including by auction sale held on the Property) and otherwise disposing of the Collateral in accordance with the terms and conditions of the security agreements between Bank and Debtor, this Agreement and applicable law.

3. Conditions. The rights and licenses granted to Bank herein are conditioned upon Bank's agreement to, and Bank hereby agrees to: (a) pay rent to Landlord at the times and at the daily rate paid by Debtor for the period commencing on the day Bank enters into possession of the Property and ending on the day Bank relinquishes possession thereof; and (b) reimburse Landlord for any damage to the Property, other than diminution in value thereof, actually caused by Bank's activities on the Property during its possession thereof. Bank represents and warrants to Landlord that Bank has sufficient liability insurance for Bank's anticipated activities under this Agreement.

4. Indemnity. Debtor agrees to indemnify and hold Landlord and Bank, and their respective partners, officers, directors, successors and assigns, harmless from and against any and all claims, actions, damages, costs, expenses (including, subject to applicable law, reasonable attorneys' fees, to include Bank's outside counsel fees and all allocated costs of Bank's in-house counsel) and/or liability arising from or in any manner relating to Landlord's compliance with this Agreement and/or Bank's exercise of any of its rights hereunder. Debtor hereby irrevocably authorizes Landlord to comply with any instructions or directions which Bank may give to Landlord pursuant hereto and/or in connection with Bank's exercise of its rights, powers and remedies with respect to the Collateral.

5. No Waiver; Amendments. No delay, failure or discontinuance of Bank in exercising any right, power or remedy hereunder or under any security agreement between Bank and Debtor shall affect such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect the further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies of Bank hereunder are cumulative and not exclusive. Any waiver, permit, consent or approval of any kind by Bank of any breach of or default under this Agreement, or any such waiver of any provisions or conditions hereof, must be in writing and shall be effective only to the extent set forth in such writing. This Agreement may be amended or modified only in writing signed by all parties hereto.

6. Notices. All notices, requests and demands required hereunder must be in writing, addressed to each party at the address specified below or to such other address as any party may designate by written notice to each other party, and shall be deemed to have been given or made as follows: (a) if personally delivered, upon delivery; (b) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. mail, first class and postage prepaid; and (c) if sent by telecopy, upon receipt.

7. Governing Law; Successors, Assigns. This Agreement shall be governed by and construed in accordance with the laws of Nevada, without reference to the conflicts of law or choice of law principles thereof but giving effect to federal laws applicable to national banks, and shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties.

8. Acknowledgment. Debtor acknowledges receipt of a copy of this Agreement signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement as of the day and year first written above, and as applicable, with the intention that it constitute an instrument under seal.

BANK:

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_  
TONY GARCIA,  
ASSISTANT VICE PRESIDENT  
Address: MAC A4649-01B  
5340 Kietzke Ln, Ste 104  
Reno, NV 89511

LANDLORD:

DGD DEVELOPMENT GENERAL PARTNERSHIP,  
A NEVADA GENERAL PARTNERSHIP

By: SSS INVESTMENTS LLC,  
A NEVADA LIMITED LIABILITY PARTNERSHIP

BY: \_\_\_\_\_  
KEITH SERPA, MANAGING MEMBER  
Address: PO BOX 1724  
CARSON CITY, NV 89702

DEBTOR:

HALL PASS, LLC

By: \_\_\_\_\_  
CHRIS KASSITY,  
MANAGER  
Address: 4010 Technology Way, Suite E  
Carson City, NV 89706

NOTARY ACKNOWLEDGMENT FOR BANK:

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as the \_\_\_\_\_, of Wells Fargo Bank, National Association, a national banking association.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)  
My Commission Expires: \_\_\_\_\_


NOTARY ACKNOWLEDGMENT FOR LANDLORD:

[INSERT NOTARY ACKNOWLEDGMENT]

NOTARY ACKNOWLEDGEMENT FOR LANDLORD:

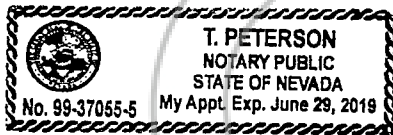
STATE OF NEVADA            )  
  ) SS.  
COUNTY OF DOUGLAS        )

This instrument was acknowledged before me on April 30, 2018 by  
Keith Serpa as Managing Member of SSS Investments, LLC general partner of DGD Development  
General Partnership.

  
\_\_\_\_\_  
(Signature of notarial officer)

My Commission Expires: June 29, 2019

(Seal, if any)



IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement as of the day and year first written above, and as applicable, with the intention that it constitute an instrument under seal.

BANK:

WELLS FARGO BANK  
NATIONAL ASSOCIATION

By: [Signature]  
TONY GARCIA,  
ASSISTANT VICE PRESIDENT  
Address: MAC A4649-01B  
5340 Kietzke Ln, Ste 104  
Reno, NV 89511

LANDLORD:

DGD DEVELOPMENT GENERAL PARTNERSHIP,  
A NEVADA GENERAL PARTNERSHIP

By: SSS INVESTMENTS LLC,  
A NEVADA LIMITED LIABILITY PARTNERSHIP

BY: \_\_\_\_\_  
KEITH SERPA, MANAGING MEMBER  
Address: \_\_\_\_\_

DEBTOR:

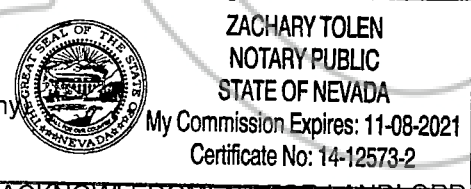
HALL PASS, LLC

By: [Signature]  
CHRIS KASSITY,  
MANAGER  
Address: 4010 Technology Way, Suite E  
Carson City, NV 89706

NOTARY ACKNOWLEDGMENT FOR BANK:

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF Washoe        )

This instrument was acknowledged before me on May 15<sup>th</sup>, 2018, by Antonio Garcia-Melendez, as the Assistant Vice President, of Wells Fargo Bank, National Association, a national banking association.

(Seal, if any) 

[Signature]  
(Signature of notarial officer)  
My Commission Expires: 11/08/2021

NOTARY ACKNOWLEDGMENT FOR LANDLORD:

[INSERT NOTARY ACKNOWLEDGMENT]

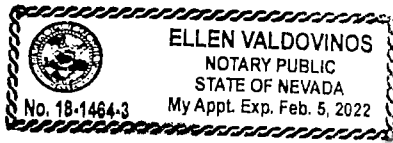
NOTARY ACKNOWLEDGMENT FOR DEBTOR:

STATE OF NEVADA                    )  
  ) ss.  
COUNTY OF Carson city

This instrument was acknowledged before me on April 11, 2018, by  
Christopher Kassity as Manager of Hall Pass, LLC

[Signature]  
(Signature of notarial officer)  
My Commission Expires: Feb. 5, 2022

(Seal, if any)



*COPIES*

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement as of the day and year first written above, and as applicable, with the intention that it constitute an instrument under seal.

BANK:

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: \_\_\_\_\_  
TONY GARCIA,  
ASSISTANT VICE PRESIDENT  
Address: MAC A4649-01B  
5340 Kietzke Ln, Ste 104  
Reno, NV 89511

LANDLORD:

DGD DEVELOPMENT GENERAL PARTNERSHIP,  
A NEVADA GENERAL PARTNERSHIP

By: SSS INVESTMENTS LLC,  
A NEVADA LIMITED LIABILITY PARTNERSHIP

By: \_\_\_\_\_  
KEITH SERPA, MANAGING MEMBER  
Address: PO BOX 1724  
CARSON CITY, NV 89702

DEBTOR:

HALL PASS, LLC

By: \_\_\_\_\_  
CHRIS KASSITY,  
MANAGER  
Address: 4010 Technology Way, Suite E  
Carson City, NV 89706

NOTARY ACKNOWLEDGMENT FOR BANK:

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as the \_\_\_\_\_ of Wells Fargo Bank, National Association, a national banking association.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)  
My Commission Expires: \_\_\_\_\_


NOTARY ACKNOWLEDGMENT FOR LANDLORD:

[INSERT NOTARY ACKNOWLEDGMENT]

NOTARY ACKNOWLEDGEMENT FOR LANDLORD:

STATE OF NEVADA            )  
  ) SS.  
COUNTY OF DOUGLAS        )

This instrument was acknowledged before me on April 30, 2018 by Keith Serpa as Managing Member of SSS Investments, LLC general partner of DGD Development General Partnership.

  
\_\_\_\_\_  
(Signature of notarial officer)

My Commission Expires: June 29, 2019

(Seal, if any)

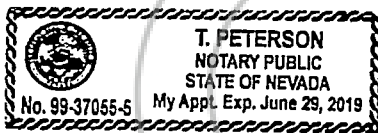
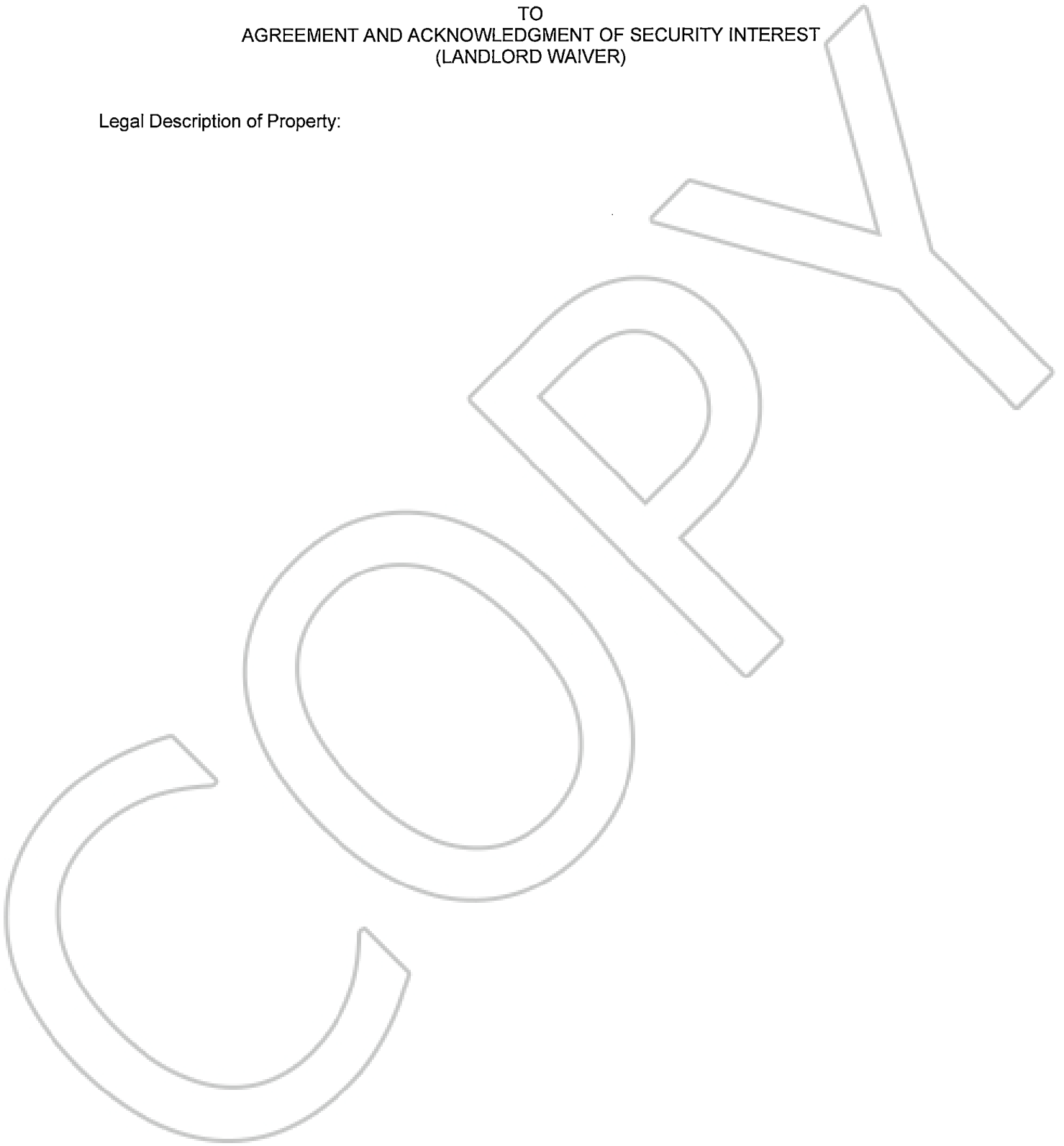




EXHIBIT A  
TO  
AGREEMENT AND ACKNOWLEDGMENT OF SECURITY INTEREST  
(LANDLORD WAIVER)

Legal Description of Property:



## EXHIBIT A

- "Shopping Center" or "North Valley Plaza" means those parcels of land (including Landlord's Parcels) and the improvements located thereon located in North Valley Plaza as shown on the Site Plan, as the same may be changed from time to time, located in Carson City, Nevada.
- "Building" means the two (2) buildings located at 941 and 951 Jacks Valley Road, Carson City, Nevada containing approximately 6500 and 10,200 square feet of floor area of which the Premises form a part.
- "Premises" means those portions of the Building containing a total of approximately 11,415 square feet (3,225 in 941 and 8,190 in 95 1) as depicted on **Exhibit "B"** attached hereto.
- "Site Plan" means the Site Plan for the Shopping Center attached as **Exhibit "A"**, as the same may be changed by Landlord from time to time in its sole discretion.

Assessor Parcel Number: **1420-06-802-007**

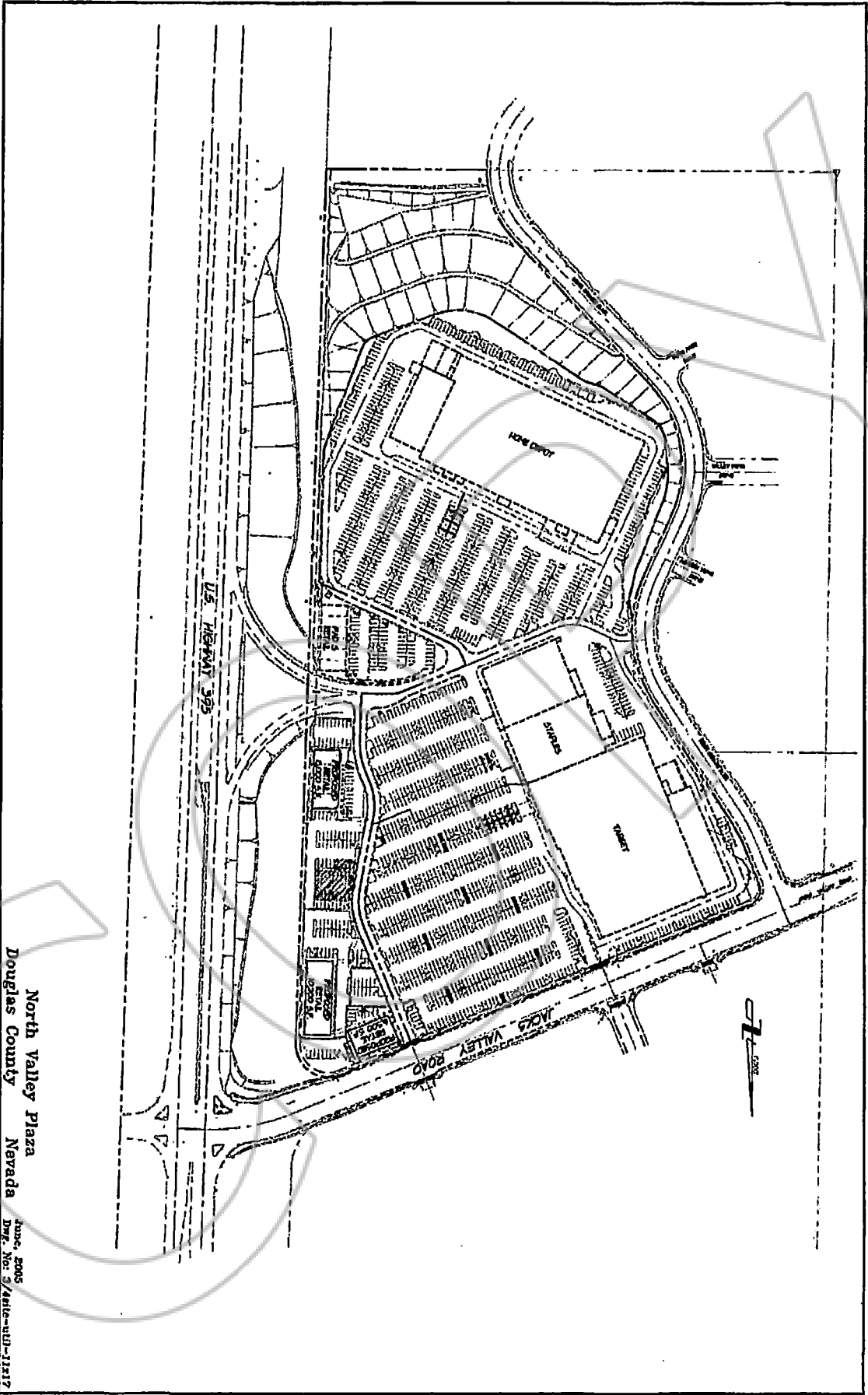
Census Tract: **0020.00** Housing Tract Number:

Lot Number: **1** Page Grid:

Legal description: **Lot: 1 Map Ref: 461506, 506922 Abbreviated Description: LOT:1 SEC/TWN/RNG/MER:SEC 06 TWN 14N RNG 20E MAP REF:461506, 506922**

**EXHIBIT "A"**  
**SHOPPING CENTER SITE PLAN**

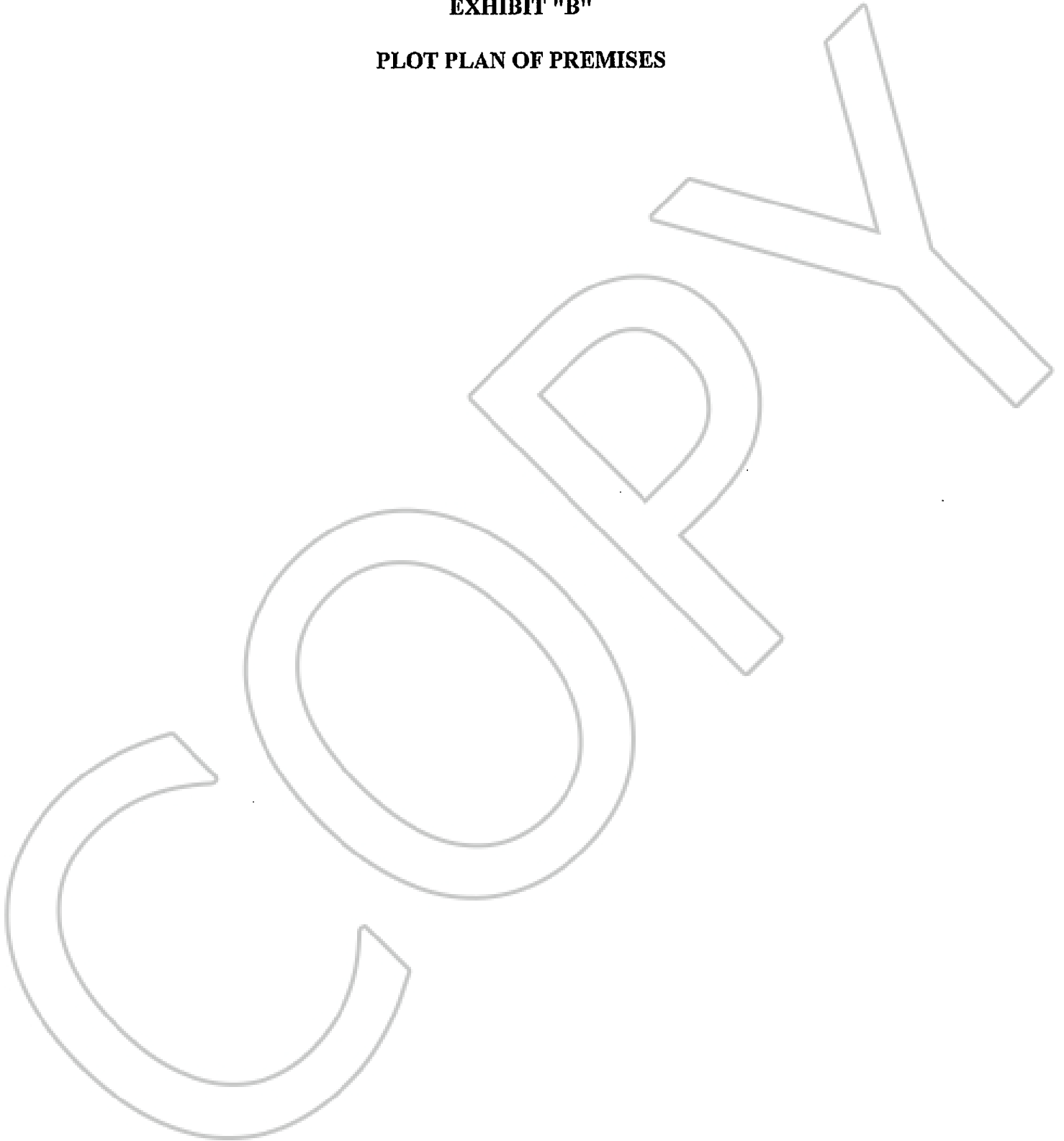




North Valley Plaza  
 Douglas County  
 Nevada

June 2005  
 Proj. No. 3/4816-011-11217

**EXHIBIT "B"**  
**PLOT PLAN OF PREMISES**



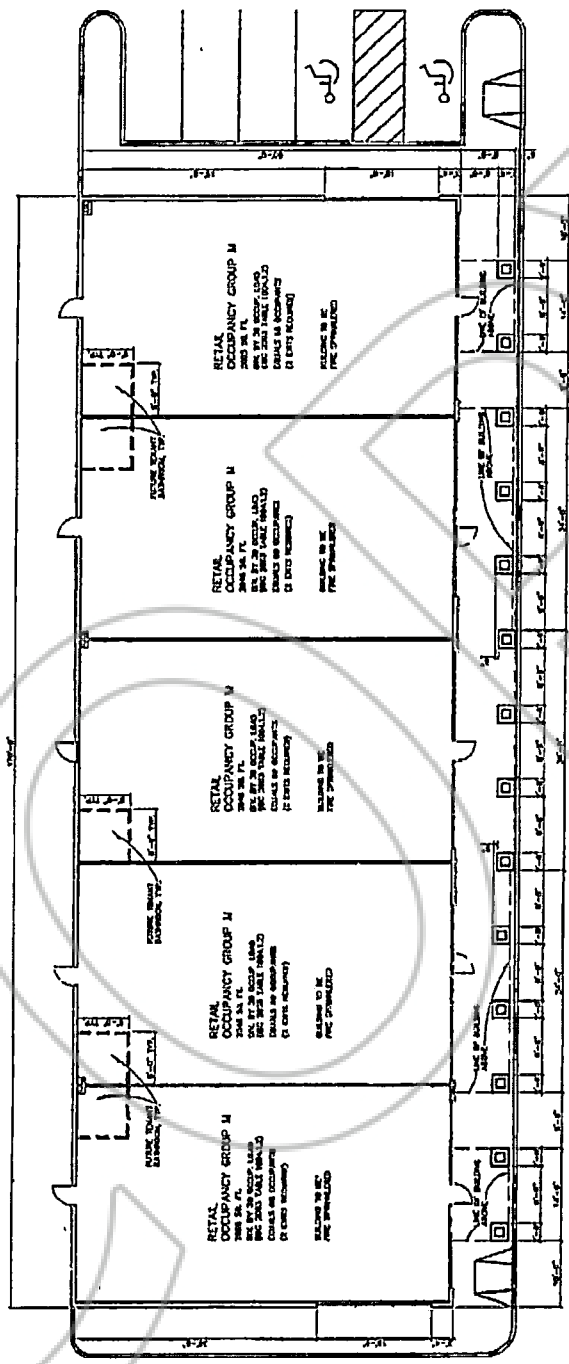
**KORTH VALLEY PLAZA - BUILDING B**  
 HIGHWAY 330 AT JACKS VALLEY ROAD  
 DOUGLAS COUNTY, NEVADA

**DDD DEVELOPMENT LLP**  
 715 N. CARSON STREET, SUITE X  
 CARSON CITY, NEVADA, 89703

**Engineering and Architecture**  
 BARRY A. CHISHOLM, INC.  
 1000 W. WASHINGTON STREET, SUITE 100  
 CARSON CITY, NEVADA, 89703

**PROGRESS POINT**  
 401 N. 1st St.

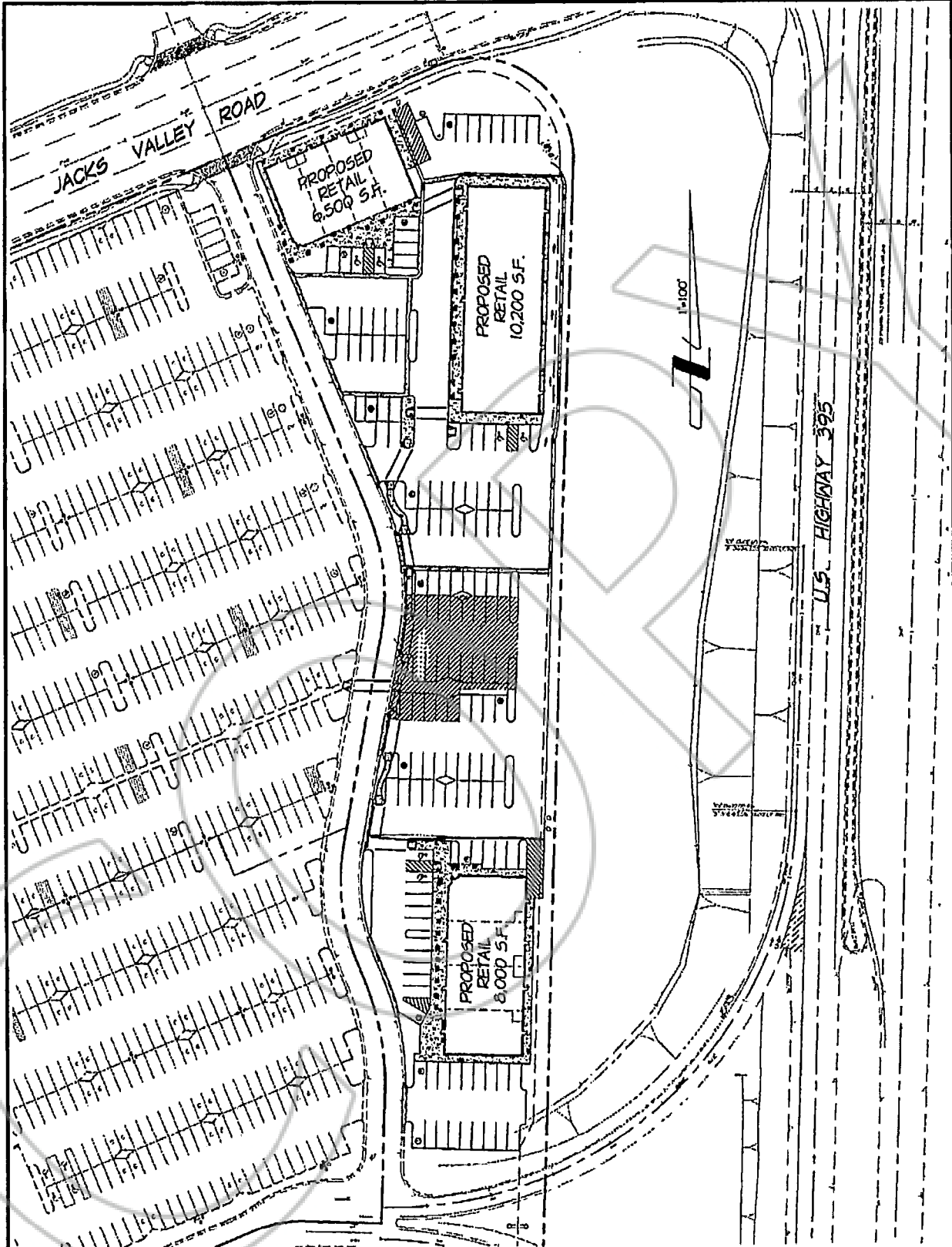
**A2.1-B**



TOTAL OCCUPANCY: 340 OCCUPANCY

**BUILDING B**  
**FLOOR PLAN - 10,200 SQ. FT. RETAIL PAD**  
 SCALE: 1/8" = 1'-0"





Parking

North Valley Plaza  
Pads 3 & 4

June, 2005  
Dwg. No: 3/4site-util-8x11