

APN: 1220-04-601-025
Order No.: 120270-WLD

**RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:**

Sierra Pacific Federal Credit Union
Attention: Megan Mathias
6100 Neil Road, Suite 150
Reno, Nevada 89511

The undersigned hereby affirm(s) 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)

**DEED OF TRUST AND SECURITY AGREEMENT AND
FIXTURE FILING WITH ASSIGNMENT OF LEASES AND RENTS**

THIS DEED OF TRUST AND SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF LEASES AND RENTS ("**Deed of Trust**") is made as of November 5, 2020, by PIERCE FAMILY PROPERTIES,LLC, a Nevada limited liability company as Trustor ("**Trustor**"), to WESTERN TITLE COMPANY, as trustee ("**Trustee**"), whose address is 1328 N. Hwy. 395 Gardnerville, Nevada 89410, for the benefit of SIERRA PACIFIC FEDERAL CREDIT UNION, and its successors and assigns, as beneficiary and secured party ("**Beneficiary**"), whose address is 6100 Neil Road, Suite 150, Reno, NV 89511, Attention: Megan Mathias.

RECITALS

A. Pursuant to a Loan Agreement dated of even date herewith between Trustor and Beneficiary, Beneficiary has agreed to make a loan to Trustor on the terms and conditions of the Loan Agreement and this Deed of Trust. Capitalized terms used but not defined in this Deed of Trust shall have the meanings given to such terms in the Loan Agreement.

B. Trustor's obligations evidenced by the Loan Agreement are required to be secured by this Deed of Trust.

NOW THEREFORE, Trustor agrees as follows:

1. **GRANT AND ASSIGNMENT.** For good and valuable consideration, Trustor hereby irrevocably and unconditionally grants, transfers, conveys, and assigns to Trustee, in trust, with power of sale, all that certain land located in **Douglas County, Nevada**, as more particularly

described in **Exhibit A** to this Deed of Trust (“**Land**”), together with all right, title and interest of Trustor in (i) any and all existing and future improvements, buildings, structures, facilities, fixtures and additions on, under, through or within the Land (collectively, “**Improvements**”), (ii) the Appurtenant Rights, and (iii) the Proceeds of the Land, Improvements and Appurtenant Rights; and Trustor further grants, transfers, conveys and assigns to Beneficiary a security interest in (x) the Personal Property, Leases and Rents and (y) the Proceeds of the Personal Property, Leases and Rents; all as more particularly described below;

“**Appurtenant Rights**” means any and all interests, claims, or rights which Trustor may hereafter acquire in the Land and Improvements, and all right, title and interest of Trustor in the appurtenances, hereditaments, privileges, entitlements, reversions, remainders, profits, easements, rights-of-way, franchises and tenements thereof, including, but not limited to, all minerals, oil, gas and other hydrocarbon substances thereon or therein, air rights, waters and water rights, “will-serve” letters, and any land lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Land and Improvements;

“**Personal Property**” means all right, title and interest of Trustor now held or hereafter acquired, in all equipment, machinery, furniture, fixtures, trade fixtures, signs, supplies, materials, inventory, goods, and all other articles or items of tangible or intangible personal property, of whatever nature or kind, and whether “moveable” or “non-moveable,” and any additions to, substitutions for, changes in or replacements of the whole or any part thereof, now or at any time hereafter affixed to, attached to, placed upon, used in or useful in, or arising out of, or related to, or in connection with, (A) the ownership, possession, occupancy, use, operation, leasing, maintenance or repair of the Land and Improvements or any portion thereof, or (B) the business conducted on the Land and Improvements at any time and from time to time. The foregoing, includes, without limitation: (i) all building materials, supplies and equipment now or hereafter delivered to the Land and Improvements and intended to be installed in or about the same; (ii) “fixtures,” meaning all goods (as defined in Nevada Revised Statutes (“NRS”) 104.9102(1)(qq)) that have become so related to real property that an interest in them arises under real property law; (iii) all right, title and interest of Trustor in all inventory, deposit accounts, accounts, rights to the payment of money, accounts receivable, reserves, refunds, credits, deposits, general intangibles, instruments, contracts and contract rights, development and use rights, governmental approvals, permits, licenses, applications, architectural and engineering plans, specifications and drawings, architectural, engineering and construction contracts, surveys, chattel paper, claims, insurance, documents, notes, drafts, letters of credit, books and records (including computer-readable memory and any computer hardware or software necessary to access and process such memory), trademarks, tradenames, service marks; and (iv) all Proceeds of all Personal Property;

“**Proceeds**” are all of Trustor’s right, title and interest now held or hereafter acquired, to all proceeds (including claims or demands thereto) from the conversion, voluntary or involuntary, of any of the Property into cash or liquidated claims, including, without limitation, proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments in lieu thereof made by any public body or decree by any court of competent jurisdiction for taking or for degradation of the value in any condemnation or eminent domain proceeding, and

all causes of action and the proceeds thereof of all types for any damage or injury to the Property or any part thereof, including, without limitation, causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact, and all proceeds from the sale thereof.

IN ADDITION, Trustor absolutely and irrevocably assigns to Beneficiary all right, title and interest of Trustor in and to (i) all existing and future leases, subleases, licenses and other agreements for the use, occupancy, or possession of all or any part of the Property, whether written or oral and whether for a definite term or month to month, together with all guarantees of the tenant's obligations thereunder and together with all extensions, modifications and renewals thereof (collectively, "**Leases**"), and (ii) all income, receipts, revenues, rents, issues and profits now or hereafter arising from or out of the Leases or from or out of the Property or any part thereof, including, without limitation, minimum rents, additional rents, occupancy and user fees and charges, license fees, parking and maintenance charges and fees, tax and insurance contributions, proceeds of the sale of utilities and services, cancellation premiums, claims for damages arising from any breach of the Leases, proceeds from any sale or other disposition of all or any portion of the Property, and all other benefits arising from the use or enjoyment of, or the lease, sale or other disposition of, all or any portion of the Property, together with the immediate and continuing right to receive all of the foregoing (collectively, "**Rents**"). The Land, Improvements, Appurtenant Rights, Personal Property, Proceeds, Leases, Rents, and all other rights, titles, and interests of Trustor described above are hereinafter collectively referred to as the "**Property**".

The Personal Property in which Beneficiary has a security interest includes goods which are or shall become fixtures on the Land. This Deed of Trust is intended to serve as a fixture filing pursuant to the terms of the Nevada Uniform Commercial Code.

Without limiting the generality of any of the foregoing, in the event that a case under the Bankruptcy Code is commenced by or against Trustor, pursuant to Section 552(b)(2) of the Bankruptcy Code, the security interest granted by this Deed of Trust shall automatically extend to all Rents acquired by Trustor after the commencement of the case and shall constitute cash collateral under Section 363(a) of the Bankruptcy Code.

2. OBLIGATIONS SECURED. This Deed of Trust is given for the purpose of securing, in such order of priority as Beneficiary may determine, the following (collectively, "**Secured Obligations**"):

2.1. **Debt.** Payment of the indebtedness evidenced by a Promissory Note of even date herewith and any renewals, extensions, modifications or amendments thereof, in the principal sum of **\$735,000.00** ("**Note**"), executed by Trustor and payable to Beneficiary, together with interest thereon at the Interest Rate or Default Rate, as applicable, and late charges as provided therein.

2.2. **Additional Debt.** Payment of such further sums as Trustor, or any successor in ownership, hereafter may borrow from Beneficiary when evidenced by another note or notes,

reciting it is so secured, payable to Beneficiary or order and made by Trustor, or any successor in ownership, and all renewals, extensions, modifications or amendments of such note or notes.

2.3. Other Obligations. Payment and performance of all obligations of Trustor under this Deed of Trust, as amended or modified from time to time, including, without limitation, payment of all sums expended or advanced by Beneficiary under this Deed of Trust, together with interest thereon at the Interest Rate or Default Rate, as applicable, together with all sums expended by Beneficiary in the preservation, enforcement and realization of the rights of Beneficiary under this Deed of Trust or under any of the other obligations secured hereby, including, without limitation, attorneys' fees and costs, court costs, expert costs, other litigation expenses, judicial or non-judicial foreclosure expenses, and all fees, costs and expenses incurred in connection with any appellate proceedings and any bankruptcy, insolvency or debtor proceeding.

2.4. Debt and Other Obligations. Payment and performance of all obligations of Trustor contained in the Note, the Loan Agreement, any other Loan Document (excluding the environmental indemnity, if any, and excluding any other Loan Document that expressly states that the obligations under such Loan Document is not secured by the Deed of Trust or any other Security Document), and any amendment, modification or change to any of the foregoing, including, without limitation, payment of all sums expended or advanced by Beneficiary under any of the foregoing, together with interest at the Interest Rate or the Default Rate, as applicable.

3. COVENANTS OF TRUSTOR.

3.1. Condition and Operation of Property.

3.1.1. Trustor agrees (i) to keep the Property in good condition and repair, (ii) not to commit or permit any waste or deterioration of the Property, (iii) not to commit or permit any removal, demolition or substantial alteration of the Property except for such alterations as may be required by law, ordinance, rule, regulation or order of any governmental authority having jurisdiction over the Property other than as contemplated under the Loan Agreement, (iv) to complete in good and workmanlike manner any construction or restoration which may be performed on the Property, (v) to promptly restore any portion of the Property which may be damaged or destroyed and (vi) subject to the terms of the Loan Agreement, not to permit any mechanics' or materialmen's liens against the Property.

3.1.2. Trustor shall not commit, permit, or allow any violation of any Legal Requirements of any Governmental Authority having jurisdiction over the Property, or any violation of any matter of record affecting the Property. Furthermore, Trustor will comply with, and shall cause the tenant under any Lease to comply with, all permits, applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all governmental authorities in respect of the ownership, use, and/or operation of all or any portion of the Property, and the conduct of any business operation thereon (including, without limitation, all environmental laws).

3.1.3. Trustor shall maintain, or cause to be maintained, proper and accurate books, records and accounts reflecting all items of income and expense in connection with the operation of the Property or in connection with any services, equipment or furnishings provided in connection with the operation of the Property, whether such income or expense be realized by Trustor or by any other person or entity whatsoever excepting persons unrelated to and unaffiliated with Trustor and who leased from Trustor portions of the Property for the purposes of occupying the same. Beneficiary, or its designee, shall have the right from time to time during normal business hours to examine such books, records and accounts and to make copies or extracts therefrom.

3.2. Insurance. Trustor shall, at all times, provide, maintain and keep in force all insurance coverages as set forth in the Loan Agreement. In addition:

3.2.1. After the happening of any casualty insured against under **Section 3.2**, Trustor shall give prompt written notice thereof to Beneficiary.

3.2.2. Trustor hereby assigns to Beneficiary all insurance proceeds which it may be entitled to receive and such proceeds shall be delivered to and held by Beneficiary to be applied to the restoration of any portion of the Property that has been damaged or destroyed to the same condition, character and value as existed prior to such damage or destruction, so long as the following conditions have been satisfied: (i) Trustor is not in Default under this Deed of Trust or any of the other Loan Documents, (ii) there is not currently any circumstance that constitutes a Material Adverse Condition, nor is Beneficiary's security materially impaired, and (iii) Trustor deposits with Beneficiary the additional amounts necessary to accomplish such restoration. Proceeds received by Beneficiary in accordance with this **Section 3.2** and disbursed for restoration will be released to Trustor under procedures reasonably required by Beneficiary to insure the lien-free and complete restoration of the Property. If any of the above conditions are not satisfied, then Beneficiary shall have the option to (i) apply the insurance proceeds received by Beneficiary in accordance with this **Section 3.2** upon any indebtedness secured by this Deed of Trust in such order as Beneficiary may determine, or (ii) release such proceeds to Trustor without such release being deemed a payment of any indebtedness secured by this Deed of Trust, rather than to apply such proceeds to the restoration of the Property. Such application or release, as applicable, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. If the Property is restored at a cost less than the available insurance proceeds, then such excess proceeds shall, if Trustor is not then in Default under the Loan Documents, be paid over to Trustor.

3.2.3. If the foreclosure of this Deed of Trust or other transfer of the title to the Property in extinguishment, in whole or in part, of the indebtedness secured hereby, all right, title and interest of Trustor in and to any insurance policy then in force shall pass to the purchaser or grantee to the extent that such insurance policy affects the Property.

3.3. Payments.

3.3.1. Trustor shall pay or cause to be paid: (i) prior to the assessment of any penalty or delinquency, all taxes, assessments and other governmental or public charges affecting the Property, including assessments on appurtenant water stock and any accrued interest, cost and/or penalty thereon and shall submit paid receipt therefor to Beneficiary upon request; (ii) when due, all encumbrances (including any debt secured by deed of trust), ground rents, liens, and/or charges, with interest, on the Property or any part thereof which appear to be prior or superior hereto and all costs, fees and expenses related thereto; and (iii) when due, all charges for utilities or services including, but not limited to, electricity, gas, water and sewer.

3.3.2. If there is an Event of Default under this Deed of Trust or any of the other Loan Documents, and upon the expiration of all applicable notice and cure rights, upon the request of Beneficiary, Trustor shall pay to Beneficiary, in addition to all other sums due under the Loan Documents, on the first day of each month (or such other day as Beneficiary prescribes) until the indebtedness secured hereby is paid in full, an amount equal to one-twelfth (1/12) of the yearly taxes and assessments, insurance premiums, lease rentals and other similar charges (including any amounts which may become payable by Trustor pursuant to **Section 6.9** herein below) as estimated by Beneficiary to be sufficient to enable Beneficiary to pay at least thirty (30) days before they become due, all taxes, assessments, insurance premiums, and other similar charges against the Property. Beneficiary shall not be obligated to pay interest on any such sums. Upon demand of Beneficiary, Trustor shall deliver to Beneficiary such additional sums as are necessary to enable Beneficiary to pay such taxes, assessments, insurance premiums and similar charges.

3.3.3. Trustor shall pay immediately, upon demand, after expenditure, all sums expended or expenses incurred by Trustee and/or Beneficiary under any of the terms of this Deed of Trust, including without limitation, any fees and expenses incurred in connection with any reconveyance of the Property or any portion thereof, or to compel payment or performance of the Secured Obligations or any portion thereof or in connection with any default thereunder, including, without limitation, attorneys' fees and costs, court costs, expert costs, other litigation expenses, judicial or non-judicial foreclosure expenses, and all fees, costs and expenses incurred in connection with any appellate proceedings and any bankruptcy, insolvency or debtor proceeding, with interest from date of expenditure at the Interest Rate provided for in the Note.

3.3.4. Trustor shall pay the amount demanded by Beneficiary or its authorized servicing agent for any statement regarding the obligations secured hereby; provided, however, that such amount may not exceed the maximum amount allowed by law at the time request for the statement is made.

4. LEASES AND RENTS.

4.1. Prior Approval. At the request of Beneficiary from time to time, Trustor shall submit to Beneficiary for its prior written approval the form of any lease to be used by Trustor for leasing any portion of the Property to a third party wherein Trustor is named as landlord (or

any term of similar import), and after approval by Beneficiary (to be granted or withheld in Beneficiary's reasonable discretion), shall not materially modify such form of lease without the prior written consent of Beneficiary. Trustor shall not accept prepayments of rent for any period in excess of one month and shall perform all covenants of landlord under all Leases affecting the Property. The term Leases includes any extensions or renewals thereof and any amendments consented to by the Beneficiary. Trustor shall immediately give notice to Beneficiary of any default under any of the Leases it receives or delivers. Beneficiary shall have the right but not the obligation, to cure any default of Trustor under any of the Leases and all amounts disbursed in connection with said cure shall be deemed to be disbursements hereunder.

4.2. Subordination. Each Lease of any portion of the Improvements shall be absolutely subordinate to the lien of this Deed of Trust but shall contain a provision satisfactory to Beneficiary that in the event of the exercise of the private power of sale or a judicial foreclosure hereunder such Lease, at the option of the purchaser at such sale, shall not be terminated and the tenant thereunder shall attorn to such purchaser and, if requested to do so, shall enter into a new Lease for the balance of the term of such Lease then remaining upon the same terms and conditions.

4.3. Assignment of Leases and Rents. Trustor hereby absolutely and presently transfers and assigns to Beneficiary, and grants a security interest to Beneficiary in, all right, title and interest of Trustor in and to all Leases and Rents, and gives to and confers upon Beneficiary the right, power and authority to collect such Rents of the Property to which Trustor 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 into an account specified by Beneficiary upon demand and without further consent or other action by Trustor. Trustor irrevocably appoints Beneficiary its true and lawful attorney, at the option of Beneficiary at any time, to demand, receive and enforce payment, to give receipts, releases, and satisfactions, and to sue, either in the name of Trustor or in the name of Beneficiary, for all such Rents and apply the same to the Secured Obligations, subject, however, to all applicable requirements of Nevada Revised Statutes Chapter 107A. The foregoing assignment of Leases and Rents and the exercise by Beneficiary of any of its rights or remedies hereunder shall not be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any portion thereof. Notwithstanding anything to the contrary contained herein, in the Note, or in the Loan Agreement, so long as no Event of Default shall have occurred, Trustor shall have a license to collect all Rents from the Property as trustee for the benefit of Beneficiary. Upon the occurrence of an Event of Default, such license shall be deemed revoked and any Rents received thereafter by Trustor shall be delivered in kind to Beneficiary. Trustor hereby irrevocably constitutes and appoints Beneficiary its true and lawful attorney-in-fact to enforce in Trustor's name or in Beneficiary's name or otherwise all rights of Trustor in the instruments, including without limitation checks and money orders, tendered as payments of Rents and to do any and all things necessary and proper to carry out the purposes hereof.

5. PERSONAL PROPERTY COLLATERAL.

5.1. Security Agreement. With respect to the security interest granted in the Personal Property, Beneficiary shall have all the rights and remedies granted to a secured party under Article 9 of the Nevada Uniform Commercial Code, as well as all other rights and remedies available at law or in equity. Trustor shall, upon the demand of Beneficiary, assemble all of such Personal Property and make it available to Beneficiary at the Property, which is hereby agreed to be reasonably convenient to Beneficiary. The proceeds of any sale of such Personal Property shall be applied first to the expenses of Beneficiary in retaking, holding, preparing for sale, selling or similar matters, including reasonable attorney's fees.

5.2. Collection of Proceeds. Until Beneficiary exercises its right to collect proceeds of the Personal Property pursuant hereto, Trustor will collect with diligence any and all proceeds of the Personal Property. Upon written request by Beneficiary upon the occurrence of an Event of Default, any proceeds received by Trustor shall be held in trust for Beneficiary, and Trustor shall keep all such collections separate and apart from all other funds and property so as to be capable of identification as the property of Beneficiary, and shall deliver such collections at such time as Beneficiary may request to Beneficiary in the identical form received, properly endorsed or assigned when required to enable Beneficiary to complete collection thereof.

5.3. Books and Records. Trustor shall (i) permit representatives of Beneficiary to inspect the Personal Property and Trustor's books and records relating to the Personal Property and make extracts therefrom and to arrange for verification of the amount of Personal Property, under procedures acceptable to Beneficiary, at Trustor's expense; (ii) promptly notify Beneficiary of any attachment or other legal process levied against any of the Personal Property and any information received by Trustor relative to the Personal Property, Trustor's debtors or other persons obligated in connection therewith, which may in any way affect the value of the Personal Property or the rights and remedies of Beneficiary in respect thereto; (iii) reimburse Beneficiary upon demand for any and all costs, including without limitation reasonable attorneys' and accountants' fees, and other expenses incurred in collecting any sums payable by Trustor under any obligation secured hereby, or in the checking, handling and collection of the Personal Property and the preparation and enforcement of any agreement relating thereto; (iv) notify Beneficiary of each location at which the Personal Property is or will be kept, other than for temporary processing, storage or similar purposes, and of any removal thereof to a new location, including without limitation each office of Trustor at which records relating to the Personal Property are kept; (v) provide, maintain and deliver to Beneficiary certificates of insurance insuring the Personal Property against loss or damage by such risks and in such amounts, forms and by such companies as Beneficiary may require and with loss payable to Beneficiary, and in the event Beneficiary takes possession of the Personal Property, the insurance policy or policies and any unearned or returned premium thereon shall at the option of Beneficiary become the sole property of Beneficiary; (vi) do all acts necessary to maintain, preserve and protect all Personal Property, keep all Personal Property in good condition and repair and prevent any waste or unusual or unreasonable depreciation thereof; and (vii) join with Beneficiary at its request from time to time in executing deposit account control agreements and authorizing financing statements, amendments thereto and

continuation statements, and pay the cost of the filing of the same whenever Beneficiary deems desirable, and execute and deliver to Beneficiary further documents and instruments and do such other acts and things as Beneficiary may reasonably request in order to effectuate fully the purposes and intent hereof. Trustor hereby authorizes Beneficiary to execute deposit account control agreements and file financing statements, amendments, and continuation statements in such filing offices as Beneficiary may determine appropriate in connection with the security interest granted herein, all without any further approval, execution, signature, or consent of Trustor.

5.4. Power of Attorney. Beneficiary may at any time, without prior notice to Trustor, collect proceeds of the Personal Property and may give notice of assignment to any and all of Trustor's debtors, and Trustor does hereby irrevocably constitute and appoint Beneficiary its true and lawful attorney-in-fact to enforce in Trustor's name or in Beneficiary's name or otherwise all rights of Trustor in the Personal Property and to do any and all things necessary and proper to carry out the purposes hereof; provided, however, Trustor shall have the right to collect, retain, use and enjoy such proceeds subject to the terms hereof and the documents securing Trustor's obligations thereunder prior to the occurrence of an Event of Default under the Loan Agreement, the Note, hereunder, or any of said documents. It is hereby recognized that the power of attorney herein granted is coupled with an interest and shall not be revocable and Beneficiary shall have the right to exercise this power of attorney upon the occurrence of an Event of Default under the Loan Agreement, the Note, hereunder or any of the documents securing Trustor's obligations thereunder. Beneficiary shall promptly notify Trustor of any action taken by Beneficiary pursuant to this provision but Beneficiary's failure to do so shall not invalidate any such act, affect any of Trustor's obligations to Beneficiary or give rise to any right, claim or defense on the part of Trustor.

6. OTHER RIGHTS AND OBLIGATIONS.

6.1. Additional Assignment. In addition to any other grant, transfer or assignment effectuated hereby, without in any manner limiting the generality of the grants in Section 1 hereof, Trustor shall assign to Beneficiary Trustor's interest in all agreements, contracts, licenses and permits affecting the Property in any manner whatsoever, such assignments to be made, if so requested by Beneficiary, by instruments in form satisfactory to Beneficiary but no such assignment shall be construed as a consent by Beneficiary to any agreement, contract, license or permit so assigned, or to impose upon Beneficiary any obligations with respect thereto.

6.2. Change of Law. In the event of the passage, after the date of this Deed of Trust, of any law deducting from the value of the Property for the purpose of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of deeds of trust or debts secured by deeds of trust, or the manner of the collection of any such taxes, so as to affect this Deed of Trust, or imposing payment of the whole or any portion of any taxes, assessments or other similar charges against the Property upon the Beneficiary, the Secured Obligations shall immediately become due and payable at the option of the Beneficiary; provided, however, that such election by Beneficiary shall be ineffective if such law either (a) shall not impose a tax upon

Beneficiary nor increase any tax now payable by Beneficiary or (b) shall impose a tax upon Beneficiary or increase any tax now payable by Beneficiary and prior to the due date: (i) Trustor is permitted by law and can become legally obligated to pay such tax or the increased portion thereof (in addition to all interest, additional interest and other charges payable hereunder and under the Note without exceeding the applicable limits imposed by the usury laws of the State of Nevada); (ii) Trustor does pay such tax or increased portion; and (iii) Trustor agrees with Beneficiary in writing to pay, or reimburse Beneficiary for the payment of, any such tax or increased portion thereof when thereafter levied or assessed against the Property or any portion thereof. The obligations of Trustor under such agreement shall be secured hereby.

6.3. Perfection of Appointment. If required by Beneficiary at any time during the term of this Deed of Trust, Trustor will execute and deliver to Beneficiary, in form satisfactory to Beneficiary an additional security agreement, deposit account control agreement, assignment of leases and rents, and/or financing statement covering all personal property of Trustor, which may at any time be furnished, placed on, or annexed or made appurtenant to the Property and used, useful or held for use, in the operation of the improvements thereon. Any breach of or default under such security agreement shall constitute an Event of Default under this Deed of Trust. Trustor further agrees to execute such additional documents and take such action as Beneficiary shall reasonably determine to be necessary or desirable to further evidence, perfect or continue the perfection of the lien and security interest granted by Trustor herein.

6.4. Protection of Security. Trustor shall do any and all acts which, from the character or use of the Property, may be reasonably necessary to protect and preserve the security of Beneficiary, the specific enumerations herein not excluding the general.

6.5. Trustor's Performance. Trustor will faithfully perform each and every covenant to be performed by Trustor under any lien or encumbrance upon or affecting the Property, including, without limiting the generality hereof, mortgages, deeds of trust, leases, declaration of covenants, easements, conditions and/or restrictions and other agreements which affect the Property, in law or in equity, which Beneficiary reasonably believes may be prior and superior to the lien or charge of this Deed of Trust. A breach of or a default under, and expiration of all applicable notice and cure rights with respect to, any such lien or encumbrance shall constitute an Event of Default under the Loan Agreement and this Deed of Trust.

6.6. Appointment of Receiver. Upon the occurrence of an Event of Default, at the election of either Beneficiary or Trustee so to do, employment of an attorney is authorized and payment by Trustor of all attorneys' fees, costs and expenses in connection with any action and/or actions (including the cost of evidence or search of title), which may be brought for the foreclosure of this Deed of Trust, and/or for possession of the Property covered hereby, and/or for the appointment of a receiver, and/or for the enforcement of any covenant or right in this Deed of Trust contained as hereinafter provided shall be secured hereby.

6.7. No Removal of Personal Property. No Personal Property covered by the security interest granted herein may be removed from the Property without the prior written

consent of Beneficiary unless Trustor shall immediately replace such personal property with similar property of equivalent value on which Beneficiary has a valid first lien.

6.8. No Sale or Encumbrance. It shall be an Event of Default under this Deed of Trust in the event that the interest of Trustor in the Property or any part thereof, or any ownership or equity interest in Trustor, is sold, conveyed, assigned, alienated, encumbered or otherwise transferred, voluntarily or involuntarily, whether by operation of law or otherwise, without Beneficiary's prior written consent, and thereafter, the Note, irrespective of the maturity dates expressed therein, at the option of Beneficiary, and without demand or notice, shall immediately become due and payable. If Beneficiary does not elect to declare the Note immediately due and payable, then, unless indicated otherwise in writing by Beneficiary, Trustor shall nevertheless remain primarily liable for the obligations hereunder, and under the Note and Loan Agreement. This provision shall apply to each and every sale, conveyance, assignment, alienation, encumbrance or transfer, regardless whether or not Beneficiary has consented to, or waived, Beneficiary's rights hereunder, whether by action or non-action in connection with any previous sale, conveyance, alienation, encumbrance or transfer and whether or not the holder has received any payments after said transfer.

6.9. Lender's Protections. Following a ten (10) day written notice to Trustor prior to Beneficiary taking any of the actions listed below (unless Beneficiary reasonably determines that emergency circumstances exist which would make the giving of such notice impractical), at the time and in the manner herein provided, Beneficiary may, without releasing Trustor from any obligation hereunder and without waiving its right to declare a default or impairing any declaration of default as herein provided or any sale proceeding predicated thereon:

6.9.1. Make any payment or perform any act in such manner and to such extent as Beneficiary or Trustee may deem necessary to protect the security hereof, Beneficiary and Trustee being authorized to enter upon and take possession of the Property for such purposes;

6.9.2. Commence, appear in and/or defend any action or proceedings purporting to affect the security hereof, and/or any additional or other security therefor, the interests, rights, powers and/or duties of Trustee and/or Beneficiary hereunder, whether brought by or against Trustor, Trustee or Beneficiary;

6.9.3. Pay, purchase, contest or compromise any claim, debt, lien, charge or encumbrance which in the judgment of either may affect or appear to affect the security of this Deed of Trust, the interest of Beneficiary or the rights, powers and/or duties of Trustee and/or Beneficiary hereunder; and

6.9.4. Upon the occurrence of an Event of Default hereunder, under the Loan Agreement, or under the Note, Beneficiary is authorized either by itself or by its agents to be appointed by it for that purpose or by a receiver appointed by a court of competent jurisdiction, to enter into and upon and take and hold possession of any portion or all of the Property, both real and personal, and exclude Trustor and all other persons therefrom; and to operate and manage the

Property, and rent and lease the same, perform such reasonable acts of repair or protection as may be reasonably necessary or proper to conserve the value thereof, and collect any and all income, rents, issues, profits and proceeds therefrom, the same being hereby assigned and transferred to Beneficiary for the benefit and protection of Beneficiary, and from time to time apply and/or accumulate such income, rents, issues, profits and proceeds in such order and manner as Beneficiary or such receiver in its sole discretion shall consider advisable, to or upon the following: the expense of receivership, if any, the proper costs of upkeep, maintenance, repair and/or operation of the Property, the repayment of any sums theretofore or thereafter advanced pursuant to the terms of this Deed of Trust upon the Secured Obligations, the taxes and assessments upon the Property then due or next to become due, and/or upon the unpaid principal of such indebtedness. The collection and/or receipt of income, rents, issues, profits and/or proceeds from the Property by Beneficiary, its agent or receiver, after declaration of default and election to cause the Property to be sold under and pursuant to the terms of this Deed of Trust shall not affect or impair such default or declaration of default or election to cause the Property to be sold or any sale proceedings predicated thereon, but such proceedings may be conducted and sale effected notwithstanding the receipt and/or collection of any such income, rents, issues, profits and/or proceeds. Any such income, rents, issues, profits and/or proceeds in the possession of Beneficiary, its agent or receiver, at the time of sale and not theretofore applied as herein provided, shall be applied in the same manner and for the same purposes as the proceeds of the sale. Neither Trustee nor Beneficiary shall be under any obligation to make any of the payments or do any of the acts referred to in this Section and any of the actions referred to in this Section may be taken by Beneficiary irrespective of whether any notice of default or election to sell has been given hereunder and without regard to the adequacy of the security for the indebtedness evidenced by the Note, the Loan Agreement, or any other document evidencing the Secured Obligations.

7. **CONDEMNATION.** If the Property, or any part thereof, is taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner, Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor to which Trustor shall be entitled, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceeding or to make any compromise or settlement in connection with such taking or damage to the extent of the interests of Trustor therein. All such compensation, awards, damages, rights of action and proceeds to which Trustor shall be entitled ("**Awards**") are hereby assigned to Beneficiary, who shall after deducting therefrom all its reasonable expenses, including attorneys' fees, apply or release the Awards with the same effect and as provided in Section 3.2.2 above with respect to disposition of insurance proceeds; provided, that if there are any excess Awards after application thereof to the restoration of the Property, Beneficiary shall be entitled to apply such excess to the reduction of the principal balance due under the Note, without any adjustment in the dollar amount of the monthly installments due under the Note. Trustor agrees to execute such further assignments of the Awards as Beneficiary or Trustee may require. Nothing herein contained shall prevent the accrual of interest as provided in Loan Agreement and Note on any portion of the Awards to be applied to the principal balance due thereunder until the Awards are received by Beneficiary.

8. DEFAULTS AND REMEDIES.

8.1. Defaults. The occurrence of an Event of Default, as that term is defined in the Loan Agreement, constitutes an “Event of Default” under this Deed of Trust.

8.2. Remedies.

8.2.1. Upon the occurrence of any Event of Default hereunder, then and in each such case, Beneficiary may declare all sums secured hereby immediately due and payable. Furthermore, and without limiting any other remedies available to Beneficiary at law or in equity or under any other Loan Document (all of which shall be cumulative to Beneficiary), Beneficiary may commence an action to foreclose this Deed of Trust as a mortgage, or pursue non-judicial foreclosure by the delivery to Trustee of a written declaration of default and demand for sale and of written notice of default and of election to cause the Property (including the Personal Property, if applicable) to be sold, which notice Trustee shall cause to be duly filed for record in case of foreclosure by exercise of the power of sale herein. Should Beneficiary elect to foreclose by exercise of the power of sale herein, Beneficiary shall also deposit with Trustee this Deed of Trust, the Note, and such receipts and evidence of expenditures made and secured hereby as Trustee may require, and notice of sale having been given as then required by law and after lapse of such time as may then be required by law after recordation of such notice of default, Trustee, without demand on Trustor, shall sell the Property (including the Personal Property, if applicable) at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property (including the Personal Property, if applicable) by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed or deeds conveying the Property (including the Personal Property, if applicable), or any portion thereof, so sold, but without any covenant or warranty, express or implied. The recitals in such deed or deeds of any matters or facts, shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at such sale.

8.2.2. Beneficiary, from time to time before Trustee’s sale, may rescind any such notice of breach or default and of election to cause the Property (including the Personal Property, if applicable) to be sold by executing and delivering to Trustee a written notice of such rescission, which notice, when recorded, shall also constitute a cancellation of any prior declaration of default and demand for sale. The exercise by Beneficiary of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring, or impair the right of Beneficiary to execute and deliver to Trustee, as above provided, other declarations of default and demand for sale, and notices of breach or default, and of election to cause the Property (including the Personal Property, if applicable) to be sold to satisfy the obligations hereof, nor otherwise affect any provision, agreement, covenant or condition of the Note, the Loan Agreement and/or of this Deed of Trust or any of the rights, obligations or remedies of the parties hereunder.

8.2.3. After deducting all costs, fees and expenses of Trustee and of this Trust, including the cost of evidence of title in connection with sale and attorneys' fees, Trustee shall apply the proceeds of sale as required by applicable law.

8.2.4. If Beneficiary at any time holds additional security for the Secured Obligations, it may enforce the terms hereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder, and may apply the proceeds upon the Secured Obligations without affecting the status of or waiving any right to exhaust all or any other security, including the security hereunder, and without waiving any breach or default or any right or power whether exercised hereunder or contained herein or in any such other security.

8.2.5. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this instrument to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies.

8.2.6. Subject to any notice requirement and opportunity to cure contained herein, upon the occurrence of an Event of Default, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under it, and without regard to the then value of the Property, or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Property, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided herein and shall continue as such and exercise all such powers until the date of confirmation of sale of the Property unless such receivership is sooner terminated.

9. MISCELLANEOUS PROVISIONS.

9.1. No Waiver by Beneficiary. By accepting payment of any sum secured hereby after its due date or in an amount less than the sum due, Beneficiary does not waive its rights either to require prompt payment when due of all other sums so secured or to declare a default as herein provided for failure to pay the total sum due.

9.2. No Impairment of Security. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note for endorsement, without affecting any other rights of Beneficiary related to the obligations secured hereby, and without affecting the personal liability of any person for payment of the Secured Obligations or the effect of this Deed of Trust upon the remainder of the Property (including the Personal Property, Trustee may: reconvey any part of the Property;

consent in writing to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

9.3. Subrogation. Beneficiary shall be subrogated for further security to the lien, although released of record, of any and all encumbrances paid out of the proceeds of the Loan secured by this Deed of Trust.

9.4. Right of Entry. Beneficiary is authorized by itself, its agents, employees or workmen, to enter at any reasonable time upon any part of the Property, for the purpose of inspecting the same, and for the purpose of performing any of the acts it is authorized to perform under the terms of the Loan Agreement and/or this Deed of Trust.

9.5. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "**Beneficiary**" shall mean the owner and holder, including pledgees, of the Note now or hereafter and whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. Beneficiary in its sole and absolute discretion may sell, assign, hypothecate, syndicate, and/or participate all or any portion of this Deed of Trust, the obligations secured hereby, or any interest therein, all without notice to or the consent of Trustor. Also without notice to or the consent of Trustor, Beneficiary may disclose to any actual or prospective purchaser of any securities issued or to be issued by Beneficiary, and to any actual or prospective purchaser or assignee of any portion or other interest in the obligations secured hereby or any other loans made by Beneficiary to Trustor, any financial or other information, data or material in Beneficiary's possession relating to Trustor, the Loan Agreement, the Note, any guarantor of the Note, any other documents related to the Loan or the Loan Agreement, and/or the Property.

9.6. Trustee. Trustee, upon presentation to it of an affidavit signed by or on behalf of Beneficiary, setting forth any fact or facts showing a default by Trustor under any of the terms or conditions of this Deed of Trust, is authorized to accept as true and conclusive all facts and statements in such affidavit and to act hereunder in complete reliance thereon. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. The Trust created hereby is irrevocable by Trustor.

9.7. No Liability of Trustee. Trustee shall be under no obligation to notify any party hereto of any action or proceeding of any kind in which Trustor, Beneficiary and/or Trustee shall be a party, unless brought by Trustee, or of any pending sale under any other deed of trust.

9.8. Substitute Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary and recorded in the county or counties where the Property is located, substitute a successor or successors for the Trustee named herein or acting hereunder.

9.9. Severability. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Deed of Trust.

9.10. Waiver of Statutes of Limitation. The right to plead any and all statutes of limitation as a defense to any demand secured by this Deed of Trust is hereby waived to the full extent permitted by law.

9.11. Notices. All notices required or permitted to be given hereunder shall be in writing and may be given in person or by United States mail, by delivery service or by electronic transmission. Any notice directed to a party to this Deed of Trust shall become effective upon the earliest of the following: (i) actual receipt by that party; (ii) delivery to the designated address of that party, addressed to that party; or (iii) if given by certified or registered United States mail, twenty-four (24) hours after deposit with the United States Postal Service, postage prepaid, addressed to that party at its designated address. The designated address of a party shall be the address of that party shown at the beginning of this Deed of Trust or such other address as that party, from time to time, may specify by notice to the other parties.

9.12. Release of Deed of Trust. Upon written request of Beneficiary stating that all sums secured hereby have been paid and upon surrender to Trustee of this Deed of Trust and the Note for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder together with any and all other releases, terminations, affidavits and related documents as shall be reasonably required by Trustor to fully and completely release the liens and encumbrances created hereby. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as “the person or persons legally entitled thereto.”

9.13. Release of Liability. Without affecting the liability or obligations of any person, including Trustor, for the performance of any of the Secured Obligations (excepting only any person or property otherwise expressly released in writing by Beneficiary), Beneficiary may from time to time and without notice release any person liable for payment of any of said indebtedness or the performance of the Secured Obligations, extend the time of payment, accept additional security therefor of any kind, including trust deeds or mortgages, or alter, substitute or release any of the Secured Obligations or any property securing the Secured Obligations.

9.14. Choice of Law; Jurisdiction. This Deed of Trust shall be governed by and construed according to the laws of the State of Nevada, without giving effect to conflict of laws principles. TRUSTOR HEREBY SUBMITS TO THE PERSONAL JURISDICTION OF ANY STATE OR FEDERAL COURT OF BENEFICIARY’S CHOOSING IN WASHOE COUNTY, NEVADA, AND TRUSTOR HEREBY WAIVES ANY OBJECTION TO VENUE THEREIN SHOULD ANY ACTION AT LAW OR IN EQUITY BE NECESSARY TO ENFORCE OR INTERPRET THIS DEED OF TRUST OR THE LOAN DOCUMENTS. The provisions of this Deed of Trust are intended to be supplemental and in addition to the provisions contained in the Loan Agreement.

9.15. Counterparts. This Deed of Trust may be executed in counterparts, all of which executed counterparts shall together constitute a single document. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

9.16. Trustor's Waivers. Trustor waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to direct the order in which any of the Property or the Personal Property will be sold in the event of any sale under this Deed of Trust. Each successor and assign of Trustor, including any holder of a lien subordinate to this Deed of Trust, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

9.17. No Merger. No merger shall occur as a result of Beneficiary's acquiring any other estate in or any other lien on the Property or the Personal Property unless Beneficiary consents to a merger in writing.

9.18. Time. Time is expressly made of the essence of this Deed of Trust.

9.19. Reliance. Trustor acknowledge that it was represented by competent counsel (or had the opportunity to be so represented and declined such representation) in connection with the negotiation, drafting and execution of the Note and this Deed of Trust, and that the same shall not be subject to the principle of construing their meaning against the party which drafted same. Trustor represents that, with respect to the Loan, Trustor has relied solely on its own judgment and advisors in entering into the Loan without relying in any manner on any statements, representations or recommendations of Beneficiary.

9.20. Statutory Provisions. Incorporation of NRS 107.030 Covenants. To the extent not inconsistent with the other provisions of this Deed of Trust, the following covenants, Nos. 1; 2 (full replacement value); 3; 4 (Default Rate under the Note); 5; 6; 7 (counsel fees shall be in an amount equal to the actual and reasonable attorneys' fees incurred by Trustee and Beneficiary); 8 and 9 of NRS Section 107.030 are hereby adopted and made a part of this Deed of Trust.

9.21. THIS DEED OF TRUST IS GOVERNED BY THE PROVISIONS OF NRS 106.300 TO 106.400, INCLUSIVE, AND SECURES INITIAL AND FUTURE ADVANCES TO A MAXIMUM PRINCIPAL AMOUNT OF 150% OF THE FACE PRINCIPAL AMOUNT OF THE NOTE. ALL FUTURE ADVANCES SHALL HAVE THE SAME LIEN PRIORITY AS IF MADE ON THE DATE HEREOF. DELIVERY OF A NOTICE BY TRUSTOR UNDER NRS 106.380 SHALL CONSTITUTE A DEFAULT UNDER THIS DEED OF TRUST.

9.22. THIS DEED OF TRUST CONSTITUTES A SECURITY AGREEMENT WITHIN THE MEANING OF NRS SECTION 104.9102(1)(uuu), AND A FINANCING

STATEMENT WITHIN THE MEANING OF NRS SECTION 104.9502, AND IS FILED AS A FIXTURE FILING IN ACCORDANCE WITH NRS SECTION 104.9502(3), WITH RESPECT TO ANY PORTION OF THE PROPERTY IN WHICH A PERSONAL PROPERTY SECURITY INTEREST OR LIEN MAY BE GRANTED OR CREATED PURSUANT TO THE NEVADA UNIFORM COMMERCIAL CODE OR UNDER COMMON LAW, AND AS TO ALL REPLACEMENTS, SUBSTITUTIONS, AND ADDITIONS TO SUCH PROPERTY AND THE PROCEEDS THEREOF. FOR PURPOSES OF THE SECURITY INTEREST OR LIEN CREATED HEREBY, BENEFICIARY IS THE "SECURED PARTY" AND TRUSTOR IS THE "DEBTOR." TRUSTOR IS THE OWNER OF THE PROPERTY DESCRIBED HEREIN.


9.23. WAIVER OF CLAIMS. TRUSTOR (A) REPRESENTS THAT, AS OF THE DATE OF THIS DEED OF TRUST, IT HAS NO DEFENSES TO OR SETOFFS AGAINST ANY INDEBTEDNESS OR OTHER OBLIGATIONS OWING TO BENEFICIARY NOR CLAIMS AGAINST BENEFICIARY, AND (B) RELEASES BENEFICIARY FROM ALL CLAIMS, ACTIONS, AND COSTS, IN LAW OR EQUITY, EXISTING AS OF THE DATE OF THIS DEED OF TRUST WHICH IT HAS OR MAY HAVE BY REASON OF THE SUBJECT MATTER OF THIS DEED OF TRUST. THE FOREGOING RELEASE DOES NOT APPLY TO CLAIMS THAT ARISE AFTER THE DATE OF THIS DEED OF TRUST THAT ARE OWING TO TRUSTOR BY BENEFICIARY.

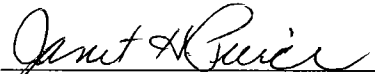
9.24. Joint and Several Liability. If Trustor consists of more than one person or entity, or if, pursuant to the Loan Agreement or any other instrument, more than one person or entity becomes liable for the obligations of Trustor hereunder, each such person and/or entity shall be jointly and severally liable for the faithful performance of all of Trustor's obligations under this Deed of Trust.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day first written above.

TRUSTOR:

PIERCE FAMILY PROPERTIES, LLC
a Nevada limited liability company

By: 
Name: Gary D. Pierce
Title: Manager

By: 
Name: Janet H. Pierce
Title: Manager

STATE OF NEVADA)
)ss
COUNTY OF DOUGLAS)

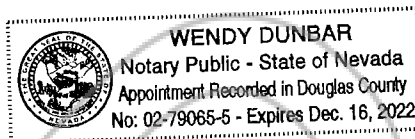
On 11.5, 2020, before me, Wendy Dunbar (here insert name of the officer), Notary Public, personally appeared **GARY D. PIERCE**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in 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.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



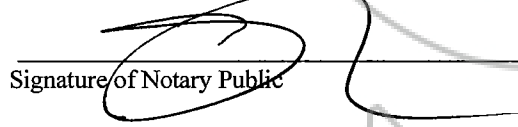
[Seal]

STATE OF NEVADA)
)ss.
COUNTY OF DOUGLAS)

On 11.5, 2020, before me, Wendy Dunbar (here insert name of the officer), Notary Public, personally appeared **JANET H. PIERCE**, who proved to me 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.

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Signature of Notary Public

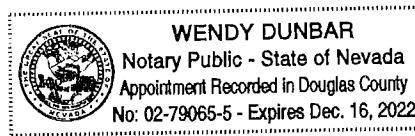


EXHIBIT A

LEGAL DESCRIPTION

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

PARCEL 1:

A parcel of land located in the South ½ of the Northeast ¼ of Section 4, Township 12 North, Range 20 East, M.D.B. & M., Douglas County, Nevada, more particularly described as follows:

Being a portion of Parcel B3 of Parcel Map LD#00-034 for Lampe Corners, Ltd., filed for record in the Office of the Douglas County Recorder on August 23, 2000, in Book 0800, Page 4151, as Document 498148.

Commencing at the Northeast corner of Parcel D as shown on Parcel Map #2029 for Lampe Corners, Ltd. Recorded March 27, 1998 in the office of Recorder Douglas County, Nevada as Document No. 435999, a point on the Southerly right-of-way of U.S. Highway 395; Thence along said Southerly right-of-way of U.S. Highway 395, South 51°04'00" East, 222.84 feet to the Point of Beginning; Thence continuing along said Southerly right-of-way of U.S. Highway 395, South 51°04'00" East, 118.62 feet to the Northeast corner of Parcel B3 as shown of Parcel Map LDA 00-034 for Lampe Corners, Ltd. Recorded August 23, 2000 in said office of Recorder, Douglas County, Nevada as Document No. 498148; Thence along he boundary of said parcel B3 in the following courses:

South 38°57'12" West, 31.52 feet; along the arc of a curve concave to the Northwest having a radius of 80.00 feet, central angle of 50°57'12", and an arc length of 71.14 feet; Thence South 89°53'12" West. 32.85 feet; Thence South 00°06'48" East, 179.00 feet; Thence South 89°53'12" West, 129.00 feet; Thence North 00°06'48" West, 218.30 feet; Thence North 38°56'00" East. 115.25 feet to the Point of Beginning.

Reference is hereby made to the certain Record of Survey to Support a Boundary Line Adjustment for Lampe Corners, Ltd. And Pierce Revocable Living Trust, filed for record in the office of the Douglas County Recorder, State of Nevada on May 5, 2003 in book 503, Page 1781, as Document no. 575645, Official Records.

PARCEL 2:

An easement for sign purposes as described in Easement Deed, filed for record in the office of the Douglas County Recorder, State of Nevada, on February 10.2003, in Book 203, Page 271, as Document No. 566593, Official Records.

Note: The above meets and bounds description appeared previously in the certain Deed recorded in the office of the County Recorder of Douglas County, Nevada on January 20, 2004, Book 104, Page 5831 as Document No. 602385 of Official Recorders

APN: 1220-04-601-025