

APN: 1220-03-310-034

RETURN RECORDED DOCUMENT TO:
JENNIFER YTURBIDE, ESQ.
YTURBIDE LAW PC
1701 COUNTY ROAD, SUITE M
MINDEN, NV 89423



KAREN ELLISON, RECORDER

The persons executing this document hereby affirm that this document submitted for recording does not contain the social security number of any person or persons pursuant to NRS 239B.030.

MEMORANDUM OF RIGHT OF FIRST REFUSAL

By this Memorandum of Right of First Refusal (“Memorandum”), GARDNERVILLE PROPERTIES, LLC (“Grantor”) grants to MCB AUTOMOTIVE LLC (“Grantee”) a right of first refusal (“Right of First Refusal”) to purchase all that certain parcel of real property located in Douglas County, State of Nevada, and more particularly described as follows:

SEE EXHIBIT A, attached

The Right of First Refusal is more particularly described in the Purchase Agreement dated October 29, 2020, and the Commercial Lease dated October 29, 2020 executed by Grantor and Grantee (collectively referred to as “Agreement” herein).

Section 1: **Termination.** The Right of First Refusal shall automatically terminate on the first of the following events to occur:

- (a) The Grantee elects not to exercise the Right of First Refusal within the specified period of Fifteen (15) days after receipt of the written bona fide offer to purchase at least Thirty (30) days prior to the contemplated sale as set out in more detail in the Agreement.

- (b) The purchase of the above-described real property by the Grantee.
- (c) Grantee or its' successor's in interest no longer lease the portion of the

premises that is the subject of the Purchase Agreement and Commercial Lease referenced above, collectively referred to as the Agreement.

Section 2: **Price and Terms.** The parties have executed and recorded this Memorandum to give notice of the Agreement and the rights and obligations of the Grantee and the Grantor. The terms, covenants, and conditions in the unrecorded Agreement are incorporated in this Memorandum by reference. If the Memorandum and the Agreement are inconsistent, the Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Right of First Refusal to be signed on the date written on the line appearing beside each signature.

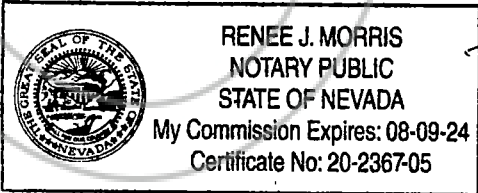
GARDNERVILLE PROPERTIES, LLC

Date: 11-3-2020

Michael Schiller
MICHAEL T. SCHILLER, Manager-Member

STATE OF NEVADA)
 : ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on the 4th day of November, 2020 by MICHAEL T. SCHILLER as Managing Member of Gardnerville Properties, LLC.




Renee J. Morris
NOTARY PUBLIC

MCB AUTOMOTIVE LLC

Date: 11/2/2020

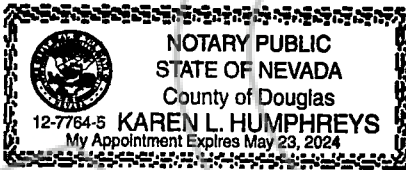

BRIAN R. BURT, Manager-Member


TRAVIS C. MCCALLA, Manager-Member


ARLENE B. MCCALLA, Manager-Member

STATE OF NEVADA)
 : ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on the 2nd day of November, 2020
by BRIAN R. BURT, TRAVIS C. MCCALLA, and ARLENE B. MCCALLA Managing
Members of MCB Automotive LLC.




NOTARY PUBLIC

EXHIBIT A

A portion of Section 3, Township 12 North, Range 20 East, M.D.B. & M., and Parcel B, as shown on that certain map entitled CARSON VALLEY INDUSTRIAL PARK, recorded as Document No. 47572, on March 30, 1970, Official Records of Douglas County, Nevada, and being further described as follows:

BEGINNING at the most Easterly corner of said Parcel B, being a point in the Westerly right-of-way line of INDUSTRIAL WAY, as shown on said map; thence

North $18^{\circ}42'00''$ West along the right-of-way line of Industrial Way, a distance of 185.30 feet to the beginning of a tangent curve to the left, having a radius of 70.00 feet and a central angle of $68^{\circ}41'00''$; thence

Northwesterly along said curve, an arc distance of 83.91 feet; thence

North $87^{\circ}23'00''$ West along the right-of-way line of Industrial Way a distance of 74.00 feet; thence

Leaving said right-of-way line South $02^{\circ}37'00''$ West, a distance of 297.78 feet to a point on the Southerly line of said Parcel B; thence

North $71^{\circ}18'00''$ East along the said Southerly line, a distance of 221.74 feet to the POINT OF BEGINNING.

Note: Per NRS 111.312, this legal description was previously recorded on November 1, 1989, in Book 1289, at Page 1911, as Document No. 216692, of Official Records. This Note will be removed from the Policy of Title Insurance.