

APNs: 1318-22-310-005, 008, 009, 010 and 011

When recorded, mail to:

GBS Capital, LLC
c/o Sabin Holdings, LLC
17180 Bernardo Center, Suite 200
San Diego, CA 92128



KAREN ELLISON, RECORDER

**Recorded As An Accommodation
Only Without Liability**

DEED OF TRUST

THIS DEED OF TRUST dated for reference purposes as of April ²³, 2021, is made by **BEACH CLUB DEVELOPMENT PHASE II, LLC**, a Delaware limited liability company, herein called "Trustor", whose address is P.O. Box 5536, Zephyr Cove, NV 89449, to **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation, herein called "Trustee", for the benefit of **GBS CAPITAL, LLC**, a Nevada limited liability company, herein called "Beneficiary",

WITNESSETH:

That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest of Trustor in that certain property situate in the County of Douglas, State of Nevada, as more particularly described in Exhibit A.

INCLUDING all surface and subsurface water rights and affluent water appurtenant to said property,

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection to any indebtedness secured hereby.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of Eighty-Eight Million Dollars (\$88,000,000.00), according to the terms of a promissory note dated May 21, 2018, as amended by that certain First Amendment to Promissory Note, dated October 31, 2018, as amended by that certain Second Amendment to Promissory Note, dated December 14, 2018, as amended by that certain Third Amendment to Promissory Note, dated May 1, 2019, as amended by that certain Fourth Amendment to Promissory Note, dated September 17, 2019, as further amended by that certain Fifth Amendment to Promissory Note, dated July 28, 2020, as further amended and increased from time to time, together with all extensions or renewals thereof;

(2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of such additional sums which may hereafter be loaned directly or indirectly to Trustor by Beneficiary when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees to properly care for and keep said property in good condition and repair, provided that Trustor may, in the exercise of Trustor's sole discretion, remove and demolish any existing building or improvement thereon. In the event Trustor elects to construct new buildings or improvements, the new buildings or improvements shall be constructed in a good and workmanlike manner.

2. If new buildings or improvements are constructed, Trustor shall pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations relating to any alterations or improvements made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon said property in violation of any law, covenant, condition or restriction affecting said property.

3. During the continuance of this Trust, Trustor covenants to keep all buildings that may be constructed or renovated on said property in good repair and insured against loss by fire, with extended coverage endorsement in a company or companies authorized to issue such insurance in the State of Nevada. Said insurance shall be in such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security, and in default thereof Beneficiary may procure such insurance and/or make such repairs and expend for either of such purposes such sum or sums as Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon the indebtedness secured hereby and in such order as Beneficiary may determine, or, at any part thereof, may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

4. Trustor agrees to pay and discharge all costs, fees and expenses of this Trust incurred in connection with any default by Trustor.

5. To pay at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof; Beneficiary or Trustee being authorized to enter upon said property

for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, pay necessary expenses, employ counsel and pay its reasonable fees.

6. Trustor promises and agrees that if during the existence of this Trust, thereby commenced or pending any suit or action affecting said property, or any part thereof, or the title thereto, or if any adverse claim for or against said property, or any party thereof, be made or asserted, it will appear in and defend any such matter supporting to affect the security and will pay all costs and damages arising because of such action.

7. Any award of damages in connection with any condemnation for public use of, or injury to said property, or any part thereof, is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by it in the same manner and with the same effect as herein provided for disposition of proceeds of insurance.

8. Except as may be required by law, Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise, or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.

9. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment, when due, of all other sums so secured or to declare default, as herein provided, for failure to so pay.

10. At any time, and from time to time, without liability therefor, upon written request of Trustor and Beneficiary, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or effect of this Deed of Trust upon said property, Trustee may consent in writing to the making of any map or plat thereof or join in granting any easement thereon.

11. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and note secured hereby to Trustee for cancellation and retention, and upon payment of its fees, the Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".

12. Should Trustor default in the payment of any indebtedness secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may declare all sums secured hereby immediately due and payable.

13. The following Covenant Nos. 1, 2, 3, 4 (interest 8.00%), 5, 6, 7 (counsel fees – a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust, and, notwithstanding any provision of said Covenant No. 7 to the

contrary, proceeds of any foreclosure sale shall be distributed pursuant to the provisions of Nevada Revised Statutes 40.462.

14. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

15. 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. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

16. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

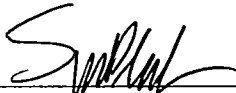
17. In this Deed of Trust, unless the context requires otherwise, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor".

18. If all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, not caused by the demise of Trustor, which will effect, in law or equity, a divestiture of Trustor's interest or title in said property, the note secured hereby shall accelerate and the entire balance of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable without notice or demand.

19. This Deed of Trust may be executed in counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document.

[SIGNATURE PAGE TO FOLLOW]

BEACH CLUB DEVELOPMENT PHASE II, LLC,
a Delaware limited liability company,
as Trustor

By: 
Name: Spencer Plumb
Title: President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

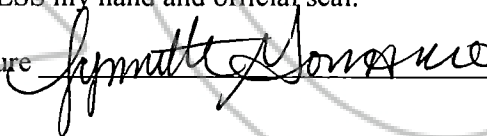
STATE OF ~~CALIFORNIA~~ Utah

COUNTY OF ~~SAN DIEGO~~ Salt Lake

On April 5th, 2021 before me, Lynnette Gonnuscio (here insert name and title of the officer), personally appeared SPENCER PLUMB 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(s) 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

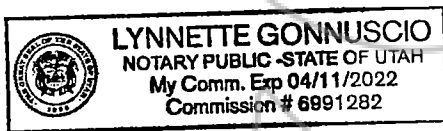


EXHIBIT A

PARCEL 1A

REAL PROPERTY IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING A PORTION OF THE SOUTH 1/2 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M, BEING A PORTION OF THE FINAL SUBDIVISION MAP LDA 15-026 FOR TAHOE BEACH CLUB RECORDED AS DOC. NO. 2018-922870 ON NOVEMBER 27, 2018, AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ANGLE POINT CORNER OF ABOVE SAID MAP, SOUTH 30°39'20" EAST A DISTANCE OF 375.20 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE THE FOLLOWING SEVENTEEN (17) COURSES:

1. SOUTH 14° 56' 38" EAST FOR A DISTANCE OF 58.16 FEET TO A POINT ON A LINE;
2. SOUTH 76° 03' 22" WEST FOR A DISTANCE OF 35.73 FEET TO A POINT ON A LINE;
3. SOUTH 14° 56' 38" EAST FOR A DISTANCE OF 53.31 FEET TO A POINT ON A LINE;
4. NORTH 75° 03' 22" EAST FOR A DISTANCE OF 35.73 FEET TO A POINT ON A LINE;
5. SOUTH 14° 56' 38" EAST FOR A DISTANCE OF 41.12 FEET TO A POINT ON A LINE;
6. SOUTH 01° 25' 40" WEST FOR A DISTANCE OF 29.06 FEET TO A POINT ON A LINE;
7. SOUTH 75° 03' 22" WEST FOR A DISTANCE OF 30.18 FEET TO A POINT ON A LINE;
8. NORTH 59° 58' 16" WEST FOR A DISTANCE OF 10.48 FEET TO A POINT ON A LINE;
9. NORTH 14° 57' 19" WEST FOR A DISTANCE OF 27.91 FEET TO A POINT ON A LINE;
10. SOUTH 75° 02' 41" WEST FOR A DISTANCE OF 27.93 FEET TO A POINT ON A LINE;
11. NORTH 59° 58' 16" WEST FOR A DISTANCE OF 31.25 FEET TO A POINT ON A LINE;
12. NORTH 14° 56' 38" WEST FOR A DISTANCE OF 76.44 FEET TO A POINT ON A LINE;
13. NORTH 33° 22' 00" EAST FOR A DISTANCE OF 33.32 FEET TO A POINT ON A LINE;
14. NORTH 75° 02' 41" EAST FOR A DISTANCE OF 25.16 FEET TO A POINT ON A LINE;
15. NORTH 14° 56' 38" WEST FOR A DISTANCE OF 35.30 FEET TO A POINT ON A LINE;
16. NORTH 75° 03' 22" EAST FOR A DISTANCE OF 29.80 FEET TO A POINT ON A LINE;
17. SOUTH 69° 18' 05" EAST A DISTANCE OF 19.67 FEET, TO THE TRUE POINT OF BEGINNING.

ALSO KNOWN AS PARCEL 3, OF BOUNDARY LINE ADJUSTMENT TO THE FINAL SUBDIVISION MAP LDA 15-026 FOR TAHOE BEACH CLUB" RECORDED ON FEBRUARY 09, 2021, AS INSTRUMENT NO. 2021-961679, OFFICIAL RECORDS OF COUNTY OF DOUGLAS, STATE OF NEVADA.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED MARCH 5, 2021 IN BOOK N/A AS INSTRUMENT NO. 2021-963014 OF OFFICIAL RECORDS.

APN 1318-22-310-008

PARCEL 1B

REAL PROPERTY IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING A PORTION OF THE SOUTH 1/2 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M, BEING A PORTION OF THE FINAL SUBDIVISION MAP LDA 15-026 FOR TAHOE BEACH CLUB RECORDED AS DOC. NO. 2018-922870 ON NOVEMBER 27, 2018, AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ANGLE POINT CORNER OF ABOVE SAID MAP, SOUTH 46°11'21" EAST A DISTANCE OF 442.70 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE THE FOLLOWING FOURTEEN (14) COURSES:

1. SOUTH 60° 27' 34" EAST FOR A DISTANCE OF 75.48 FEET TO A POINT ON A LINE;
2. SOUTH 12° 08' 56" EAST FOR A DISTANCE OF 65.67 FEET TO A POINT ON A LINE;
3. SOUTH 60° 27' 34" EAST FOR A DISTANCE OF 11.87 FEET TO A POINT ON A LINE;
4. SOUTH 29° 32' 26" WEST FOR A DISTANCE OF 26.04 FEET TO A POINT ON A LINE;
5. NORTH 89° 33' 31" WEST FOR A DISTANCE OF 40.60 FEET TO A POINT ON A LINE;
6. NORTH 60° 27' 34" WEST FOR A DISTANCE OF 31.16 FEET TO A POINT ON A LINE;
7. NORTH 29° 32' 26" EAST FOR A DISTANCE OF 36.14 FEET TO A POINT ON A LINE;
8. NORTH 60° 27' 34" WEST FOR A DISTANCE OF 53.31 FEET TO A POINT ON A LINE;
9. SOUTH 29° 32' 26" WEST FOR A DISTANCE OF 36.14 FEET TO A POINT ON A LINE;
10. NORTH 60° 27' 34" WEST FOR A DISTANCE OF 31.48 FEET TO A POINT ON A LINE;
11. NORTH 32° 33' 55" WEST FOR A DISTANCE OF 41.32 FEET TO A POINT ON A LINE;
12. NORTH 29° 32' 26" EAST FOR A DISTANCE OF 26.47 FEET TO A POINT ON A LINE;
13. SOUTH 60° 27' 34" EAST FOR A DISTANCE OF 13.24 FEET TO A POINT ON A LINE;
14. NORTH 71° 14' 30" EAST FOR A DISTANCE OF 65.66 FEET TO A POINT ON A LINE, TO THE TRUE POINT OF BEGINNING.

ALSO KNOWN AS PARCEL 4, OF BOUNDARY LINE ADJUSTMENT TO THE FINAL SUBDIVISION MAP LDA 15-026 FOR TAHOE BEACH CLUB" RECORDED ON FEBRUARY 09, 2021, AS INSTRUMENT NO. 2021-961679, OFFICIAL RECORDS OF COUNTY OF DOUGLAS, STATE OF NEVADA.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED MARCH 5, 2021 IN BOOK N/A AS INSTRUMENT NO. 2021-963014 OF OFFICIAL RECORDS.

APN 1318-22-310-009

PARCEL 6

REAL PROPERTY IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING A PORTION OF THE SOUTH 1/2 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M, BEING A

PORTION OF THE FINAL SUBDIVISION MAP LDA 15-026 FOR TAHOE BEACH CLUB RECORDED AS DOC. NO. 2018-922870 ON NOVEMBER 27, 2018, AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ANGLE POINT CORNER OF ABOVE SAID MAP, SOUTH 33°12'00" EAST A DISTANCE OF 540.82 FEET, TO THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING FOURTEEN (14) COURSES:

1. SOUTH 59° 56' 57" EAST FOR A DISTANCE OF 31.16 FEET TO A POINT ON A LINE;
2. SOUTH 30° 03' 03" WEST FOR A DISTANCE OF 36.14 FEET TO A POINT ON A LINE;
3. SOUTH 59° 56' 57" EAST FOR A DISTANCE OF 53.31 FEET TO A POINT ON A LINE;
4. NORTH 30° 03' 03" EAST FOR A DISTANCE OF 36.14 FEET TO A POINT ON A LINE;
5. SOUTH 59° 56' 57" EAST FOR A DISTANCE OF 31.04 FEET TO A POINT ON A LINE;
6. SOUTH 30° 55' 48" EAST FOR A DISTANCE OF 40.70 FEET TO A POINT ON A LINE;
7. SOUTH 30° 03' 03" WEST FOR A DISTANCE OF 26.06 FEET TO A POINT ON A LINE;
8. NORTH 59° 56' 57" WEST FOR A DISTANCE OF 11.87 FEET TO A POINT ON A LINE;
9. SOUTH 71° 45' 06" WEST FOR A DISTANCE OF 67.00 FEET TO A POINT ON A LINE;
10. NORTH 59° 56' 57" WEST FOR A DISTANCE OF 73.70 FEET TO A POINT ON A LINE;
11. NORTH 11° 38' 20" WEST FOR A DISTANCE OF 67.01 FEET TO A POINT ON A LINE;
12. NORTH 59° 56' 57" WEST FOR A DISTANCE OF 11.36 FEET TO A POINT ON A LINE;
13. NORTH 30° 03' 03" EAST FOR A DISTANCE OF 26.32 FEET TO A POINT ON A LINE;
14. SOUTH 89° 02' 55" EAST A DISTANCE OF 40.01 FEET, TO THE TRUE POINT OF BEGINNING.

ALSO KNOWN AS PARCEL 6, OF BOUNDARY LINE ADJUSTMENT TO THE FINAL SUBDIVISION MAP LDA 15-026 FOR TAHOE BEACH CLUB" RECORDED ON FEBRUARY 09, 2021, AS INSTRUMENT NO. 2021-961679, OFFICIAL RECORDS OF COUNTY OF DOUGLAS, STATE OF NEVADA.

APN 1318-22-310-010

PARCEL 7

REAL PROPERTY IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING A PORTION OF THE SOUTH 1/2 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M, AND FURTHER DESCRIBED AS FOLLOWS:

PARCEL 7 AS SHOWN ON THAT CERTAIN "FINAL SUBDIVISION MAP LDA 15-026 FOR TAHOE BEACH CLUB" RECORDED ON NOVEMBER 27, 2018, AS INSTRUMENT NO. 2018-922870, OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA.

APN 1318-22-310-005

PARCEL 12

REAL PROPERTY IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING A PORTION OF THE SOUTH 1/2 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.B.&M, BEING A

PORTION OF THE FINAL SUBDIVISION MAP LDA 15-026 FOR TAHOE BEACH CLUB RECORDED AS DOCUMENT NO. 2018-922870 ON NOVEMBER 27, 2018, AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ANGLE POINT CORNER OF ABOVE SAID MAP, SOUTH 49°41'46" EAST A DISTANCE OF 584.33 FEET, TO THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING SIXTEEN (16) COURSES:

1. SOUTH 60° 27' 34" EAST FOR A DISTANCE OF 8.02 FEET TO A POINT ON A LINE;
2. SOUTH 17° 18' 19" EAST FOR A DISTANCE OF 2.13 FEET TO A POINT ON A LINE;
3. SOUTH 60° 31' 30" EAST FOR A DISTANCE OF 343.58 FEET TO A POINT ON A LINE;
4. SOUTH 29° 43' 28" WEST FOR A DISTANCE OF 102.72 FEET TO A POINT ON A LINE;
5. NORTH 60° 16' 32" WEST FOR A DISTANCE OF 221.65 FEET TO A POINT ON A LINE;
6. SOUTH 32° 41' 39" WEST FOR A DISTANCE OF 17.11 FEET TO A POINT ON A LINE;
7. SOUTH 15° 36' 59" EAST FOR A DISTANCE OF 14.24 FEET TO A POINT ON A LINE;
8. SOUTH 74° 23' 01" WEST FOR A DISTANCE OF 29.79 FEET TO A POINT ON A LINE;
9. NORTH 69° 57' 44" WEST FOR A DISTANCE OF 15.37 FEET TO A POINT ON A LINE;
10. NORTH 20° 45' 50" WEST FOR A DISTANCE OF 39.01 FEET TO A POINT ON A LINE;
11. NORTH 15° 36' 59" WEST FOR A DISTANCE OF 21.19 FEET TO A POINT ON A LINE;
12. NORTH 74° 23' 01" EAST FOR A DISTANCE OF 36.14 FEET TO A POINT ON A LINE;
13. NORTH 15° 36' 59" WEST FOR A DISTANCE OF 53.31 FEET TO A POINT ON A LINE;
14. SOUTH 74° 23' 01" WEST FOR A DISTANCE OF 36.14 FEET TO A POINT ON A LINE;
15. NORTH 15° 36' 59" WEST FOR A DISTANCE OF 69.00 FEET TO A POINT ON A LINE;
16. NORTH 74° 23' 01" EAST FOR A DISTANCE OF 39.15 FEET, TO THE TRUE POINT OF BEGINNING.

ALSO KNOWN AS PARCEL 12, OF BOUNDARY LINE ADJUSTMENT TO THE FINAL SUBDIVISION MAP LDA 15-026 FOR TAHOE BEACH CLUB" RECORDED ON FEBRUARY

09, 2021, AS INSTRUMENT NO. 2021-961679, OFFICIAL RECORDS OF COUNTY OF DOUGLAS, STATE OF NEVADA.

APN 1318-22-310-011

[End of Exhibit A]

