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TICOR TITLE - RENO (COMMERCIAL)

KAREN ELLISON, RECORDER

APNs: 1022-15-001-114, 1220-10-610-004,
1220-10-610-006, 1220-10-610-007, 1220-10-
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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

U.S. BANK NATIONAL ASSOCIATION
101 North First Avenue, Suite 1600
Phoenix, Arizona 85003
Attention: Keith Henselen

MAIL TAX STATEMENT TO:

CARSON VALLEY MEDICAL CENTER
1107 U. S. Highway 395
Gardnerville, NV 89410
Attn: Colleen Reid, CFO

Space Above For Recorder's Use

#02103690-CD

**DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

**WASHOE BARTON MEDICAL CLINIC, A NEVADA NONPROFIT CORPORATION,
doing business as
CARSON VALLEY MEDICAL CENTER,
AS TRUSTOR**

**TICOR TITLE OF NEVADA, INC.,
AS TRUSTEE,**

**U.S. BANK NATIONAL ASSOCIATION,
AS BENEFICIARY**

dated as of July 1, 2021

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**DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this “**Deed of Trust**”) is made as of July 1, 2021 by and among WASHOE BARTON MEDICAL CLINIC, A NEVADA NONPROFIT CORPORATION, doing business as CARSON VALLEY MEDICAL CENTER, a nonprofit corporation incorporated under the laws of the State of Nevada (the “**Trustor**”), whose address is 1107 U. S. Highway 395, Gardnerville, Nevada 89410, Ticor Title of Nevada, Inc., whose address is 5441 Kietzke Lane, Suite 100, Reno, Nevada 89511 (the “**Trustee**”), for the benefit of U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America (the “**Beneficiary**”), whose address is 101 North First Avenue, Suite 1600, Phoenix, Arizona 85003.

Capitalized terms used herein and not otherwise defined in this Deed of Trust shall have the meanings respectively ascribed to them in the Master Trust Indenture dated July 1, 2021, between the Trustor and the Beneficiary, as it may be supplemented and amended from time to time in accordance with its terms (as so supplemented and amended, the “**Master Indenture**”), and entered into concurrently herewith. Any terms used or defined in the UCC and not defined in this Deed of Trust have the meaning given to the term in the UCC when used in this Deed of Trust.

**ARTICLE 1
GRANT IN TRUST AND SECURED OBLIGATIONS**

1.1 **Grant in Trust.** For the purpose of securing payment and performance of the Secured Obligations defined and described in Section 1.2 of this Deed of Trust, Trustor, as debtor hereby irrevocably and unconditionally grants, bargains, sells, conveys, mortgages and warrants to Trustee in trust, for the benefit of the Beneficiary, as secured party, with power of sale and with right of entry and possession, all estate, right, title and interest which Trustor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the “**Mortgaged Property**”):

(a) that certain real property located in the County of Douglas, State of Nevada, as more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (“**Land**”);

(b) any and all buildings, structures and improvements now or hereafter erected on the Land (“**Improvements**”), and Trustor’s right, title and interest in and to all other improvements that may now or hereafter be constructed upon the Land, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery and other articles attached to the Improvements;

(c) all right, title and interest of Trustor in and to all leases, subleases, subtenancies, licenses, occupancy agreements and concessions covering the Land, the Improvements, Mortgaged Property or any portion thereof or space therein now or hereafter existing, and all right, title and interest of Trustor under the same, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature (“**Leases**”);

(d) all rents, issues, profits, royalties, revenues, income and other proceeds and benefits derived from the Land or the Improvements;

(e) all right, title and interest of Trustor in and to all options to purchase or lease the Land or any portion or interest of or in the Land, and any greater estate in the Land owned or hereafter acquired;

(f) any and all interests, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Land;

(g) all right, title and interest of Trustor in any and all easements, parking rights, rights-of-way and rights used primarily in connection with the Land and Improvements or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same;

(h) all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right of way of any street, open or proposed, adjoining the Land, and any and all sidewalks, alleys and strips and gores of land adjacent to or used primarily in connection with the Land;

(i) any and all building permits, land use entitlements, development rights, sewer capacity, licenses, map approvals, trip generation rights, density allocations and other rights or approvals relating to or authorizing the development of the Land;

(j) all rights to the payment of money, accounts (as defined in the Nevada Uniform Commercial Code (“UCC”) and codified in Nevada Revised Statutes (“NRS”) 104 et seq.), accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties or deposited by Trustor with third parties (including all utility deposits), contract rights (including any and all guaranties and warranties relating to the construction of the Improvements, and the manufacture and installation of fixtures and other personal property), rights as declarant under any declaration of covenants, conditions and restrictions encumbering the Land, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit in each case which arise from or relate to construction on the Land or to any business now or later to be conducted on it, or to the Land and Improvements generally, including the operation and leasing thereof;

(k) all books and records of Trustor pertaining to the Land, the Improvements, and all of the other Mortgaged Property, including computer-readable media and any computer hardware or software necessary to access and process such media;

(l) all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements or of the foregoing collateral into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements or the other Mortgaged Property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact;

(m) all refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, subsidy payments, credits, waivers and payments, whether in cash or in kind, due from or payable by any federal, state, municipal or other governmental or quasi-governmental agency, authority or district (each, a “**Government Agency**”) relating to any or all of the Mortgaged Property or arising out of the satisfaction of any conditions imposed upon or the obtaining of any approvals for the development, ownership, occupancy, use or operation of the Mortgaged Property;

(n) all refunds, rebates, reimbursements, credits and payments of any kind due from or payable by any Government Agency for any taxes, special taxes, assessments, or similar governmental or quasi-governmental charges or levies imposed upon Trustor with respect to the Mortgaged Property or upon any and all of the Mortgaged Property itself or arising out of the satisfaction of any conditions imposed upon or the obtaining of any approvals for the development, ownership, occupancy, use or operation of the Mortgaged Property;

(o) all documents of Trustor, presently existing or hereafter arising, including all documents as defined in the UCC, as amended, arising from or issued or prepared in connection with Trustor’s ownership, construction, development, sale, lease, operation or use of the Mortgaged Property, the Land, or the Improvements, and all documentation and supporting information related to any of the foregoing, all rents, profits and issues thereof, and all proceeds thereof;

(p) all instruments of Trustor, presently existing or hereafter arising, including all instruments as defined in the UCC, as amended, arising from or issued or prepared in connection with Trustor’s ownership, construction, development, sale, lease, operation or use of the Mortgaged Property, the Land, or the Improvements, and all documentation and supporting information related to any of the foregoing, all rents, profits and issues thereof, and all proceeds thereof; and

(q) all proceeds of, additions and accretions to, substitutions and replacements for, and changes in, any of the foregoing.

Notwithstanding anything to the contrary contained herein, if the Land is or will be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, those portions of the Mortgaged Property which constitute personal property shall be limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

1.2 Secured Obligations. Trustor, as Obligated Group Representative, makes the foregoing grant, conveyance, transfer and assignment in trust, and grants the security interest set forth in 2.1, for the purpose of securing the following obligations (collectively, “**Secured Obligations**”), in any order of priority as Beneficiary may choose:

(a) Payment of Required Payments required to be made by the Obligated Group pursuant to the terms of any Obligation issued and Outstanding under the Master Indenture (the Master Indenture and any Obligation issued and Outstanding under the Master Indenture collectively are referred to herein as the “**Master Indenture Documents**,” which are incorporated herein by this reference);

(b) Payment of all other monetary obligations required to be made by the Obligated Group under the Master Indenture Documents; and

(c) Performance by the Obligated Group of every obligation, covenant or agreement contained herein and in the Master Indenture Documents.

(d)

ARTICLE 2 ASSIGNMENT OF RENTS

2.1 Assignment and Grant of License. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary all rents, royalties, issues, profits, revenue, income, accounts, proceeds and other benefits of the Mortgaged Property, whether now due, past due or to become due, including all prepaid rents and security deposits (some or all collectively, as the context may require, “Rents”). This assignment of rents creates a security interest and vests Beneficiary with all rights under NRS 107A.230. This assignment of Leases and Rents constitutes an absolute, irrevocable and present assignment, but Beneficiary hereby confers upon Trustor a license (“License”) to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Section 6.1 of this Deed of Trust, shall exist and be continuing. If an Event of Default has occurred and is continuing, Beneficiary shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Trustor, and without regard to the adequacy of Beneficiary’s security under this Deed of Trust.

2.2 Revocation of License. From and after the occurrence of an Event of Default under the Master Indenture Documents, Beneficiary shall have the right to revoke the license granted to Trustor in Section 2.1 by giving written notice of such revocation to Trustor without the necessity of Beneficiary taking control of the Mortgaged Property in person, by agent or by a court-appointed receiver. Upon such revocation, Trustor shall promptly deliver to Beneficiary all Rents then held by Trustor.

2.3 Collection By Beneficiary. From and after the occurrence of an Event of Default, Beneficiary shall have the right to collect all or any portion of the Rents, including, without limitation, all Rents accrued and unpaid as of such date, directly or through a court-appointed receiver, together with, without limitation, the right to:

(a) Give notice to the Tenants in accordance with the provisions of Section 2.4 hereof and, with or without taking possession of the Mortgaged Property, to demand that all Rents, including, without limitation, all Rents accrued and unpaid as of such date, under the Leases thereafter be paid to Beneficiary without deduction or offset;

(b) Enter into possession of the Mortgaged Property, to assume control with respect to, and to pay all expenses incurred in connection with, the development, operation, maintenance, repair or restoration of the Mortgaged Property, to enforce all or any provisions in the Leases and the Master Indenture Documents and to collect all Rents due thereunder, to apply all Rents received by Beneficiary as provided in Section 2.5 hereof, to amend, modify, extend, renew and terminate any or all Leases, to execute new Leases and to do all other acts which Beneficiary shall determine, in its sole discretion, to be necessary or desirable to carry out the purposes of this Article 2; and

(c) Specifically enforce the provisions of this Article 2 and to use all other measures, legal and equitable, deemed by Beneficiary necessary or proper to enforce Article 2 and to collect the Rents.

Trustor hereby appoints Beneficiary its true and lawful attorney-in-fact, effective upon an Event of Default, with full power of substitution, to, in Beneficiary's own name and capacity, or in the name and capacity of Trustor, demand, collect, receive and give complete acquittances for any and all Rents, and at Beneficiary's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Trustor, which Beneficiary may deem necessary or desirable in order to collect and enforce the payment of the Rents. THIS POWER OF ATTORNEY IS COUPLED WITH AN INTEREST AND MAY NOT BE REVOKED BY TRUSTOR UNTIL ALL OF TRUSTOR'S OBLIGATIONS TO BENEFICIARY UNDER THE MASTER INDENTURE DOCUMENT ARE FULLY PAID AND SATISFIED.

Beneficiary and Trustor agree that the mere recordation of the assignment granted herein entitles Beneficiary immediately to collect and receive rents upon the occurrence and during the continuance of an Event of Default, as defined in Section 6.1 of this Deed of Trust, without first taking any acts of enforcement under applicable law, such as, but not limited to, providing notice to Trustor, filing foreclosure proceedings, or seeking and/or, subject to NRS 32.010 *et seq.* and NRS 107.100, obtaining the appointment of a receiver. Further, Beneficiary's right to the Rents does not depend on whether or not Beneficiary takes possession of the Mortgaged Property as permitted under Section 2.3(b) of this Deed of Trust. In Beneficiary's sole discretion, Beneficiary may choose to collect Rents either with or without taking possession of the Mortgaged Property. Beneficiary shall apply all Rents collected by it in the manner provided under Section 2.5 of this Deed of Trust. If an Event of Default occurs while Beneficiary is in possession of all or part of the Mortgaged Property and is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity.

2.4 Protection of Tenants. Trustor and Beneficiary agree that all of the Tenants shall be bound by and required to comply with the provisions of Article 2. In connection therewith, Trustor and Beneficiary further agree as follows:

(a) If requested by Beneficiary, Trustor shall: (i) notify each Tenant of the existence of this Deed of Trust and the rights and obligations of Trustor and Beneficiary under this Article 2; and (ii) obtain such Tenant's agreement to be bound by and comply with the provisions of this Article 2.

(b) All Leases hereafter executed with respect to the Mortgaged Property or any portion thereof shall contain a reference to the assignment set forth in this Article 2 and shall state that such Tenant shall be bound by and shall comply with the provisions hereof.

(c) From and after the occurrence of an Event of Default, Beneficiary may, at its option, send any Tenant a notice that: (i) an Event of Default has occurred and Beneficiary has revoked Trustor's license to collect the Rents; (ii) Beneficiary has elected to exercise its rights under this Article 2; and (iii) such Tenant is thereby directed to thereafter make all payments of Rent, including, without limitation, all Rents accrued and unpaid as of such date, and to perform all obligations under its Lease to or for the benefit of Beneficiary or such party as Beneficiary shall direct.

(d) Upon receipt of any such notice from Beneficiary, each Tenant is hereby instructed by Trustor and Beneficiary to comply with the provisions of such notice, to make all payments of Rent, including, without limitation, all Rents accrued and unpaid as of such date, and to perform all obligations under the Lease to and for the benefit of Beneficiary or such party as Beneficiary shall direct. Such notice and direction shall remain effective until the first to occur of: (i) the receipt by such Tenant of a subsequent notice from Beneficiary directing another method of payment of the Rents, (ii) the appointment of a receiver, in which event such Tenant shall thereafter make payments of Rent and perform all obligations under the Leases as may be directed by such receiver, or (iii) the issuance of an order of a court of competent jurisdiction terminating the assignment set forth in this Article 2 or otherwise directing another method of payment of the Rents.

(e) Each Tenant who receives a notice from Beneficiary pursuant to Article 2 shall be entitled to rely upon such notice and shall not be required to investigate or determine the validity or accuracy of such notice or the validity or enforceability of the assignment set forth in this Article 2. Trustor hereby indemnifies and agrees to defend and hold each Tenant harmless from and against any and all expenses, loss, claims, damage or liability arising out of the Tenant's compliance with such notice or performance of the obligations under the Lease by the Tenant made in good faith in reliance on and pursuant to such notice.

(f) Neither the payment of Rent to Beneficiary pursuant to any such notice nor the performance of the obligations under any Lease to or for the benefit of Beneficiary or such party as Beneficiary directs, nor the enforcement by Beneficiary of any provision in any Lease or Mortgaged Property Document shall cause Beneficiary to assume or be bound by the provisions of any Lease or Mortgaged Property Document.

2.5 Application of Rents; Security Deposits. All Rents received by Beneficiary pursuant to this Article 2 shall be applied by Beneficiary, in its sole discretion and in the order it elects, to any of the following:

(a) the costs and expenses of collection of the Rents, including, without limitation, attorneys' fees and costs;

(b) the costs and expenses incurred in connection with the development, operation, ownership, maintenance, repair or restoration of the Mortgaged Property;

(c) the establishment of reasonable reserves for working capital and for anticipated or projected costs and expenses, including, without limitation, capital improvements which may be reasonably necessary or desirable or which may be required by law; and

(d) the payment of any indebtedness then owing by Trustor to Beneficiary.

Trustor further agrees that all Rents received by Beneficiary from any Tenant may be allocated first, if Beneficiary so elects, to the payment of all current obligations of such Tenant under its Lease and not to amounts which may be accrued and unpaid as of the date of revocation of Trustor's license to collect such Rents. Beneficiary may, but shall have no obligation to, pursue any Tenant for the payment of Rent which may be due under its Lease with respect to any period prior to the exercise of Beneficiary's right to revoke Trustor's license under this Article 2 or which may become due thereafter. Notwithstanding anything to the contrary contained herein, Beneficiary shall not be liable to any Tenant for the payment or return of any security deposit under any Lease unless

and to the extent that such security deposit has been paid to and received by Beneficiary and Trustor hereby indemnifies and agrees to defend and hold Beneficiary and its successors, assigns, agents, affiliates and subsidiaries harmless from and against any and all expenses (including attorneys' fees and costs), loss, claims, damage or liability arising out of any claim by a Tenant with respect thereto; provided that such indemnity shall not extend to expenses, loss, claims, damage or liability arising, with respect to each indemnified party, from such indemnified party's gross negligence or willful misconduct. Trustor further agrees that the collection of Rents by Beneficiary and the application of such Rents by Beneficiary to the costs, expenses and obligations referred to in this Section 2.5 shall not cure or waive any Event of Default or invalidate any act (including, but not limited to, any sale of all or any portion of the Mortgaged Property or any property now or hereafter securing the Loan) done in response to or as a result of such Event of Default.

2.6 Indemnity. Trustor hereby indemnifies and agrees to defend and hold Beneficiary and its successors, assigns, agents, affiliates and subsidiaries harmless from all expenses (including attorneys' fees and costs), loss, claims, damage or liability which such parties may incur under any of the Leases or under or by reason of the assignment set forth in this Article 2 or by reason of any alleged obligation or undertaking on Beneficiary's part to perform or discharge any covenants or agreements contained in any of the Leases; provided that such indemnity shall not extend to expenses, loss, claims, damage or liability arising, with respect to each indemnified party, from such indemnified party's gross negligence or willful misconduct.

2.7 Priority of Assignment; Further Assurances. Trustor hereby represents and warrants that the assignment set forth in this Article 2 is a first priority assignment and that no other assignments of all or any portion of the Rents or the Leases exist or remain outstanding. Trustor agrees to take such actions and, within ten (10) days after Beneficiary's request, to execute, deliver and record such documents as may be reasonably necessary to evidence such assignment, to establish the priority thereof and to carry out the intent and purpose hereof. If requested by Beneficiary, Trustor shall, within ten (10) days after Beneficiary's request, execute and deliver to Beneficiary a specific assignment of any Lease now or hereafter affecting all or any portion of the Mortgaged Property, in form and substance reasonably satisfactory to Beneficiary, and Trustor shall, within twenty (20) days after Beneficiary's request, execute and deliver to Beneficiary, and cause the Tenants under the Leases, and any other party to, or guarantor of, the Leases, to execute and deliver to Beneficiary, nondisturbance and attornment agreements and/or estoppel certificates, in form and substance reasonably satisfactory to Beneficiary.

2.8 No Responsibility for Trustor's Obligations. Notwithstanding the absolute, unconditional, present nature of the assignment set forth in this Article 2, nothing contained herein shall operate or be construed to obligate Beneficiary or any of its affiliates to perform any of the terms, covenants and conditions contained in any Lease or otherwise to impose any obligation upon Beneficiary or any of its affiliates with respect to any Lease or the Mortgaged Property Documents, including, without limitation, any obligation arising out of any covenant of quiet enjoyment in any Lease in the event the Tenant under such Lease is joined as a party in any foreclosure action and the estate of such Tenant is thereby terminated. Prior to actual entry into and taking possession of the Mortgaged Property by Beneficiary, the assignment set forth in this Article 2 shall not operate to place upon Beneficiary or any of its affiliates any responsibility for the development, operation, control, maintenance, repair or restoration of the Mortgaged Property or any portion thereof, and the execution of this Deed of Trust by Trustor shall constitute conclusive evidence that all responsibility therefor is and shall be that of Trustor.

2.9 Termination of Assignment. A full and complete release and reconveyance of this Deed of Trust shall operate as a full and complete release of all of Beneficiary's rights and interest under this Section. Upon the recordation of such full and complete release and reconveyance, the assignment set forth in this Article 2 shall thereafter be void and of no further effect.

2.10 Covenants Running With the Land. Trustor's covenants hereunder and the provisions of Section 2.4 shall be deemed covenants running with the land and shall be binding upon all Tenants, subtenants, licensees, other occupants of the Mortgaged Property and the assignees of same.

ARTICLE 3 GRANT OF SECURITY INTEREST

3.1 Security Agreement. The parties intend for this Deed of Trust to create a lien on the Mortgaged Property, and an absolute assignment of the Rents, all in favor of Beneficiary. The parties acknowledge that some of the Mortgaged Property and some or all of the Rents may be determined under applicable law to be personal property or fixtures. To the extent that any Mortgaged Property or Rents may be or be determined to be personal property or fixtures, Trustor as debtor hereby grants Beneficiary as secured party a security interest in all such Mortgaged Property and Rents, including all products and proceeds thereof, and all supporting obligations ancillary to or arising in any way in connection therewith to secure payment and performance of the Secured Obligations. This Deed of Trust constitutes a security agreement under the UCC, covering all such Mortgaged Property and Rents.

3.2 Financing Statements. This Deed of Trust constitutes and is effective as a financing statement covering any of the Mortgaged Property which is personal property, fixtures, or otherwise subject to Article 9 of the Nevada UCC. For this purpose, the respective addresses of Trustor, as debtor, and Beneficiary, as secured party, are as set forth in the preamble of this Deed of Trust. In addition to the foregoing, Trustor hereby authorizes Beneficiary to file one or more financing statements. In addition, Trustor shall execute such other documents as Beneficiary may from time to time require to perfect or continue the perfection of Beneficiary's security interest in any Mortgaged Property or Rents. As provided in Section 4.2 of this Deed of Trust, Trustor shall pay all fees and costs that Beneficiary may incur in filing such documents in public offices and in obtaining such record searches as Beneficiary may reasonably require. In case Trustor fails to execute any financing statements or other documents for the perfection or continuation of any security interest, Trustor hereby appoints Beneficiary as its true and lawful attorney-in-fact to execute any such documents on its behalf. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall never be construed as in any way

3.3 Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing pursuant to Article 9 of the Nevada Uniform Commercial Code, as amended or recodified from time to time, covering any Mortgaged Property which is now or may later become fixtures attached to the Land or the Improvements. This filing is to be recorded in the real estate records of the county where the Mortgaged Property is located. For this purpose, the respective addresses of Trustor, as debtor, and Beneficiary, as secured party, are as set forth in the preamble of this Deed of Trust.

ARTICLE 4
RIGHTS AND DUTIES OF THE PARTIES

4.1 Representations and Warranties of Trustor. Trustor represents, warrants and covenants that, except as previously disclosed to Beneficiary in a writing making reference to this warranty:

(a) Trustor is a nonprofit corporation, duly formed, organized and existing under the laws of Nevada. The execution and delivery of the Master Indenture Documents and the payment and performance of the obligations under this Deed of Trust do not conflict with any provision of Trustor's governing documents and have been duly authorized by all necessary action of Trustor.

(b) Trustor lawfully possesses and holds fee simple title to the Land and Improvements as of the date this Deed of Trust is recorded.

(c) Trustor has or will have good title to all Mortgaged Property including the Land and Improvements.

(d) Trustor has the full and unlimited power, right and authority to encumber the Mortgaged Property and Trustor has the full and unlimited power, right and authority to assign the Rents.

(e) This Deed of Trust creates a first priority lien on the Mortgaged Property, subject to Existing Permitted Liens.

(f) The Mortgaged Property includes all property and rights which may be reasonably necessary or desirable to promote the present and any reasonably future beneficial use and enjoyment of the Land and Improvements.

(g) Trustor owns any Mortgaged Property which is personal property and any other property which under applicable law is personal property, free and clear of any security agreements, reservations of title or conditional sales contracts and there is no financing statement affecting such personal property on file in any public office, except for the Existing Permitted Liens.

(h) The execution and delivery of the Master Indenture Documents and the payment and performance of the Secured Obligations do not violate any law or conflict with any agreement by which Trustor is bound, or any court order by which Trustor is bound. No consent or approval of any governmental authority or any third party is required for the execution or delivery of the Master Indenture Documents and the payment and performance of the Secured Obligations. The Master Indenture Documents constitutes the legal, valid and binding obligations of Trustor enforceable against Trustor in accordance with their respective terms, subject only to applicable bankruptcy, insolvency and similar laws affecting rights of creditors generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(i) All permits, licenses, authorizations, approvals, and certificates, including certificates of completion and occupancy permits, required by law, ordinance or regulation have been obtained and are and shall remain in full force and effect. Trustor and the use and occupancy of the Land and all improvements thereon are and shall remain in compliance with all laws, regulations and

ordinances, including without limitation, all restrictive covenants of record and zoning and building laws.

(j) The Mortgaged Property has parking and other amenities necessary for the operation of the business currently conducted thereon which are adequate in relation to the premises and location on which the Mortgaged Property is located.

(k) The Mortgaged Property consists of a single parcel, which is a separate tax parcel, and there are no delinquent taxes or other outstanding charges adversely affecting the Mortgaged Property.

(l) To the best of Trustor's knowledge, no action, omission, misrepresentation, negligence, fraud or similar occurrence has taken place on the part of any person that would reasonably be expected to result in the failure or impairment of full and timely coverage under any insurance policies providing coverage for the Mortgaged Property.

(m) None of Trustor, or any other holder of a direct or indirect legal or beneficial interest in Trustor is or will be, held, directly or indirectly, by a "foreign corporation," "foreign partnership," "foreign trust," "foreign estate," "foreign person," "affiliate" of a "foreign person" or a "United States intermediary" of a "foreign person" within the meaning of IRC Sections 897 and 1445, the Foreign Investments in Real Property Tax Act of 1980, the International Investment and Trade in Services Survey Act, the Agricultural Foreign Investment Disclosure Act of 1978, the regulations promulgated pursuant to such acts or any amendments to such acts.

(n) Trustor is not insolvent, and there has been no (i) assignment made for the benefit of the creditors of any of them, (ii) appointment of a receiver for any of them or for the assets or properties of any of them, or (iii) any bankruptcy, reorganization, or liquidation proceeding instituted by or against any of them.

(o) There is no litigation, arbitration, condemnation proceeding or other proceeding or governmental investigation pending or, to the best knowledge of Trustor, threatened against or relating to Trustor or the Mortgaged Property and there are no outstanding judgment(s) against or relating to Trustor. Trustor has not (A) had any property foreclosed upon, (B) given a deed in lieu of foreclosure, or (C) been involved in any criminal proceedings where Trustor was the defendant. Trustor has not defaulted on any loan or other indebtedness.

(p) The proceeds evidenced by the Master Indenture Documents will be used by Trustor solely and exclusively for proper business purposes and will not be used for the purchase or carrying of registered equity securities within the purview and operation of any regulation issued by the Board of Governors of the Federal Reserve System or for the purpose of releasing or retiring any indebtedness which was originally incurred for any such purpose.

(q) Trustor has filed all federal, state, county, municipal, and city income and other tax returns required to have been filed by them and have paid all taxes and related liabilities which have become due pursuant to such returns or pursuant to any assessments received by them. The Trustor does not have any knowledge of any basis for any additional assessment in respect to any such taxes and related liabilities for prior years.

(r) Trustor covenants that if at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to this Deed of Trust, or impose any other tax or charge on the same, Trustor will pay for the same, with interest and penalties thereon, if any.

(s) As of the date hereof, Trustor has no valid offset, defense, counterclaim, abatement or right to rescission with respect to the Master Indenture Documents.

(t) Trustor represents and covenants that it is not and will not become a person (individually, a “**Prohibited Person**” and collectively “**Prohibited Persons**”) listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, U.S. Department of the Treasury (the “**OFAC List**”) or otherwise subject to any other prohibitions or restriction imposed by laws, rules, regulations or executive orders, including Executive Order No. 13224, administered by OFAC (collectively the “**OFAC Rules**”). Trustor represents and covenants that it also (i) is not and will not become owned or controlled by a Prohibited Person, (ii) is not acting and will not act for or on behalf of a Prohibited Person, (iii) is not otherwise associated with and will not become associated with a Prohibited Person, (iv) is not providing and will not provide any material, financial or technological support for or financial or other service to or in support of acts of terrorism or a Prohibited Person. Trustor will not transfer any interest in Trustor to or enter into a lease with a Prohibited Person. Trustor shall immediately notify Beneficiary if Trustor has knowledge that any manager, member, partner, shareholder or beneficial owner of Trustor is or becomes a Prohibited Person or (A) is indicted on or (B) arraigned and held over on charges involving money laundering or predicate crimes to money laundering. Trustor will not enter into any lease or any other transaction or undertake any activities related to the Loan in violation of the federal Bank Secrecy Act, as amended (“**BSA**”), 31 U.S.C. §5311, *et seq.* or any federal or state laws, rules, regulations or executive orders, including, but not limited to, 18 U.S.C. §§1956, 1957 and 1960, prohibiting money laundering and terrorist financing (collectively “**Anti-Money Laundering Laws**”). Trustor shall (a) not use or permit the use of any proceeds of the Loan in any way that will violate either the OFAC Rules or Anti-Money Laundering Laws, (b) comply and cause all of its subsidiaries to comply with applicable OFAC Rules and Anti-Money Laundering Laws, (c) provide information as Beneficiary may require from time to time to permit Beneficiary to satisfy its obligations under the OFAC Rules and(or) the Anti-Money Laundering Laws and (d) not engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the foregoing.

(u) Trustor’s place of business, or its chief executive office if it has more than one place of business, is located at the address specified on page 1 hereof.

(v) The transaction evidenced by this Deed of Trust, the Master Indenture Documents and the Secured Obligations are for commercial purposes, and not for residential, household, agricultural, personal, or consumer purposes.

Except as otherwise provided herein, each and all of the representations, covenants and obligations of Trustor shall survive the execution and delivery of the Master Indenture Documents and shall continue in full force and effect until the Secured Obligations are paid in full.

4.2 Payment and Performance of Secured Obligations. Trustor shall pay when due the principal of and the interest on the Obligations issued and Outstanding under the Master Indenture

Documents and charges, fees and all other sums as provided in the Master Indenture Documents. Trustor shall promptly perform each other Secured Obligation in accordance with its terms.

4.3 Maintenance, Repair, Alterations. Trustor shall keep, or cause the Tenants to keep, the Mortgaged Property in good condition and repair, and shall not remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements; shall complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Land and promptly restore in like manner any Improvements which may be damaged or destroyed, and shall pay when due all claims for labor performed and materials furnished therefor, subject to the right to contest the same in good faith and, to the extent applicable, in accordance with Section 4.19 hereof; shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Mortgaged Property, or any part thereof, or requiring any alterations or improvements; shall not commit or permit any waste or deterioration of the Mortgaged Property (other than ordinary wear and tear); shall keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair; shall comply with the provisions of applicable leases; and shall not commit, suffer or permit any act to be done in or upon the Mortgaged Property in violation of any law, ordinance or regulation.

4.4 Management of the Mortgaged Property. If at any time the Mortgaged Property is managed other than by Trustor, or by an entity controlled by Trustor, Beneficiary shall have the right in its sole discretion to approve the selection of such management, and Trustor shall submit the proposed management contract, and such other information about the manager as Beneficiary requests, to Beneficiary for its review and approval, in Beneficiary's sole discretion, at least ten (10) days prior to Trustor's signing and entering into the management contract. If at any time when the Mortgaged Property is being managed other than by Trustor or an entity controlled by Trustor, and Beneficiary determines in its sole discretion that the management is not satisfactory for the protection of the Mortgaged Property, Beneficiary shall have the right to require Trustor to change such management so as to be satisfactory to Beneficiary.

4.5 Required Insurance.

(a) Trustor shall keep the Improvements insured, and shall maintain during the entire term of this Deed of Trust, comprehensive general liability coverage and such other coverages requested by Beneficiary, by carrier(s), in amounts and in form at all times satisfactory to Beneficiary, which carrier(s), amounts and form shall not be changed without the prior written consent of Beneficiary. All such policies of insurance shall be issued by insurers qualified under the laws of the state in which the Land is located, duly authorized and licensed to transact business in such state and reflecting a General Policy Rating of A: VIII or better in A.M. Best's Key Rating Guide (the "**Required Rating**"). Trustor shall maintain all coverages on the Mortgaged Property as are required by Beneficiary at the closing of the Loan, and all other coverages as may be deemed necessary by Beneficiary from time to time during the term of the Loan. Any failure by Beneficiary to insist on full compliance with all of the above insurance requirements at closing does not constitute a waiver of Beneficiary's right to subsequently require full compliance with these requirements. All policies required hereunder shall be indicated by evidence of insurance on the Acord 28 (or similar) form of certificate (as such form may be updated and renamed from time to time), naming Beneficiary as additional insured as to the liability insurance and first mortgagee/loss payee as to the property insurance. All such policies shall contain a provision that such policies will not be canceled or materially amended, which terms shall include any reduction in the scope or limits

of coverage, without at least thirty (30) days' prior written notice to Beneficiary (or ten (10) days in the case of non-payment). At least two (2) days prior to the expiration of each such policy, Trustor shall furnish Beneficiary with evidence satisfactory to Beneficiary of the payment of the premium for and the re-issuance of a policy continuing insurance in force as required by this Deed of Trust.

(b) Unless Trustor provides Beneficiary with evidence of the insurance coverage required by this Deed of Trust, or in the event that Trustor otherwise fails to provide, maintain and keep in force or deliver and furnish to Beneficiary the policies of insurance required hereunder, Beneficiary may purchase insurance at Trustor's expense to protect Beneficiary's interests in the Mortgaged Property and to maintain the insurance required by this Deed of Trust. This insurance may, but need not, protect Trustor's interests. The coverage purchased by Beneficiary may not pay any claim made by Trustor or any claim that is made against Trustor in connection with the Mortgaged Property or any required insurance policy. Trustor may later cancel any insurance purchased by Beneficiary, but only after providing Beneficiary with evidence that Trustor has obtained insurance as required by this Deed of Trust. If Beneficiary purchases insurance for the Mortgaged Property or insurance otherwise required by this Deed of Trust, Trustor will be responsible for the costs of that insurance, including interest and other charges imposed by Beneficiary in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Indebtedness. The costs of the insurance may be more than the cost of insurance Trustor is able to obtain on its own.

4.6 Damages and Insurance and Condemnation Proceeds.

(a) [Reserved]

(b) Trustor shall immediately notify Beneficiary in writing if: (i) any damage occurs or any injury or loss is sustained in any amount in excess of \$100,000.00 to all or part of the Mortgaged Property, or any action or proceeding relating to any such damage, injury or loss is commenced; or (ii) any offer is made, or any action or proceeding is commenced, which relates to any actual or proposed condemnation or taking of all or part of the Mortgaged Property. If Beneficiary chooses to do so, it may in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Mortgaged Property, and it may make any compromise or settlement of the action or proceeding. Beneficiary, if it so chooses, may participate in any action or proceeding relating to condemnation or taking of all or part of the Mortgaged Property, and may join Trustor in adjusting any loss covered by insurance.

(c) All proceeds of any assigned claims, other property and rights which Trustor may receive or be entitled to may, at Trustor's option, be paid to Beneficiary in order to be applied to the redemption of Secured Obligations. In each instance, Beneficiary shall apply those proceeds first toward reimbursement of all of Beneficiary's costs and expenses of recovering the proceeds, including attorneys' fees.

4.7 [Reserved]

4.8 Assignment of Insurance Policies Upon Foreclosure. In the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Mortgaged Property in extinguishment, in whole or in part, of the Secured Obligations secured hereby, all right, title and

interest of Trustor in and to all policies of insurance required by this Deed of Trust shall inure to the benefit of and pass to the successor in interest of Trustor, or the purchaser or grantee of the Mortgaged Property.

4.9 Subrogation; Waiver of Offset.

(a) If Beneficiary is made a party defendant to any litigation concerning this Deed of Trust or the Mortgaged Property or any part thereof or interest therein, or the occupancy thereof by Trustor, then Trustor shall indemnify, defend and hold Beneficiary harmless from all liability by reason of said litigation (other than to the extent arising from Beneficiary's gross negligence or willful misconduct), including attorneys' fees and expenses incurred by Beneficiary in any such litigation, whether or not any such litigation is prosecuted to judgment. If Beneficiary commences an action against Trustor to enforce any of the terms hereof or because of the breach by Trustor of any of the terms hereof, or for the recovery of any sum secured hereby, Trustor shall pay to Beneficiary attorneys' fees and expenses, and the right to such attorneys' fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Trustor breaches any term of this Deed of Trust, Beneficiary may employ an attorney or attorneys to protect its rights hereunder and, in the event of such employment following any breach by Trustor, Trustor shall pay Beneficiary attorneys' fees and expenses incurred by Beneficiary, whether or not an action is actually commenced against Trustor by reason of breach. Notwithstanding the foregoing, if an action is actually commenced by either party and such action proceeds to final judgment in favor of Trustor, then (i) Trustor shall have no obligation to pay Beneficiary's attorneys' fees and expenses, and (ii) Beneficiary shall pay Trustor attorneys' fees and expenses incurred by Trustor in connection with such action.

(b) Trustor waives any and all right to claim or recover against Beneficiary, its officers, employees, agents and representatives, for loss of or damage to Trustor, the Mortgaged Property, Trustor's other property or the property of others under Trustor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust, other than as a result of Beneficiary's gross negligence or willful misconduct.

(c) All sums payable by Trustor hereunder shall be paid without notice (except as expressly provided herein), demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of, or any condemnation or similar taking of, the Mortgaged Property or any part thereof; (ii) any restriction or prevention of or interference with any use of the Mortgaged Property or any part thereof; (iii) any title defect or encumbrance or any eviction from the Land or the Improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary or Trustor, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary or Trustor, or by any court, in any such proceeding; (v) any claim which Trustor has or might have against Beneficiary; or (vi) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not Trustor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Trustor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Trustor.

4.10 Taxes and Impositions.

(a) Trustor shall pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including, without limitation, non-governmental levies or assessments such as maintenance charges, owner association dues or charges or fees, levies or charges resulting from covenants, conditions and restrictions affecting the Mortgaged Property, which are assessed or imposed upon the Mortgaged Property, or become due and payable, and which create, may create or appear to create a lien upon the Mortgaged Property, or any part thereof, or upon any personal property, equipment or other facility used in the operation or maintenance thereof (all of which taxes, assessments and other governmental and non-governmental charges of like nature are hereinafter referred to as “**Impositions**”); provided, however, that if, by law, any such Imposition is payable, or may at the option of the taxpayer be paid, in installments, Trustor may pay the same, together with any accrued interest on the unpaid balance of such Imposition, in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

(b) If at any time after the date hereof there shall be assessed or imposed: (i) a tax or assessment on the Mortgaged Property in lieu of or in addition to the Impositions payable by Trustor pursuant to the preceding Subsection (a); or (ii) a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term “Impositions” as herein defined, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions or, at the option of Beneficiary, all obligations secured hereby, together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Trustor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

(c) Subject to the provisions of Subsection (d) below, Trustor covenants to furnish Beneficiary upon request, within thirty (30) days after the date upon which any such Imposition would result in delinquency by Trustor, official receipts of the appropriate taxing authority, or other proof satisfactory to Beneficiary, evidencing the payments thereof.

(d) Trustor shall have the right to contest or object to the amount or validity of any such Imposition by appropriate legal proceedings, but this shall not be deemed or construed as in any way relieving, modifying or extending Trustor’s covenant to pay any such Imposition at the time and in the manner provided in this Section 4.10, unless Trustor has given prior written notice to Beneficiary of Trustor’s intent to so contest or object to an Imposition, and unless: (i) Trustor shall furnish a good and sufficient bond satisfactory to Beneficiary; or (ii) Trustor shall have provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of such proceedings.

(e) Trustor covenants and agrees to use best efforts to prevent the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Mortgaged Property as a single lien.

4.11 Utilities and Assessments. Trustor shall pay when due all utility charges which are incurred by Trustor for the benefit of the Mortgaged Property or which may become a charge or lien against the Mortgaged Property for gas, electricity, water or sewer services furnished to the Mortgaged Property and all other assessments or charges of a similar nature affecting the Mortgaged Property or any portion thereof, public or private (and including without limitation all homeowners association dues and assessments), whether or not such taxes, assessments or charges are liens on the Mortgaged Property.

4.12 Actions Affecting Mortgaged Property. Trustor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and Trustor shall pay all costs and expenses, including cost of evidence of title and attorneys' fees, in any such action or proceeding in which Beneficiary or Trustee may appear.

4.13 Actions by Trustee and(or) Beneficiary to Preserve Mortgaged Property. Upon the occurrence of an Event of Default (as defined in the Master Indenture Documents) under the Master Indenture Documents or an Event of Default hereunder, Beneficiary and(or) Trustee, each in its own absolute and unfettered discretion, without obligation so to do upon five (5) days prior written notice to Trustor, except such notice shall not be required where the delay resulting from the provisions of such notice could have a material adverse effect on the Mortgaged Property or the Beneficiary's interests therein, and without releasing Trustor, or any other party obligated under the Master Indenture Documents in favor of Beneficiary, from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. In connection therewith (without limiting their general powers), Beneficiary and(or) Trustee shall have and are hereby given the right, but not the obligation, (i) upon prior notice to Trustor, to enter upon and take possession of the Mortgaged Property; (ii) upon prior notice to Trustor, to make additions, alterations, repairs and improvements to the Mortgaged Property which they or either of them may consider necessary or proper to keep the Mortgaged Property in good condition and repair; (iii) upon prior notice to Trustor, to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Beneficiary or Trustee; (iv) upon prior notice to Trustor, to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of either may affect or appears to affect the security of this Deed of Trust or be prior or superior hereto; and (v) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including, without limitation, costs of evidence of title, court costs, appraisals, surveys and attorneys' fees.

4.14 Survival of Warranties. Trustor shall fully and faithfully satisfy and perform the obligations of Trustor contained in any of the Master Indenture Documents. All representations, warranties and covenants of Trustor contained therein or incorporated by reference shall survive the close of escrow and funding of the bonds evidenced by the Master Indenture Documents, and shall remain continuing obligations, warranties and representations of Trustor during any time when any portion of the obligations secured by this Deed of Trust remain outstanding.

4.15 Additional Security. In the event Beneficiary at any time holds additional security for any of the obligations secured hereby, Beneficiary may after an Event of Default (as defined in Section 6.1 below) enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.

4.16 Appointment of Successor Trustee. Trustor shall pay to Trustee reasonable compensation and reimbursement for services and expenses in the administration of the trusts created hereunder, including attorneys' fees, but in no event more than allowed by applicable law. Trustor hereby indemnifies Trustee and Beneficiary against all losses, claims, demands and liabilities that either may incur, suffer or sustain in the execution of the trusts created hereunder or in the performance of any act required or permitted hereunder by law. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the county in which the Mortgaged Property is located, and by otherwise complying with the provisions of the applicable law of the State of Nevada, substitute a successor or successors to the Trustee named herein or acting hereunder.

4.17 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 trustee under the Master Indenture Documents, whether or not named as Beneficiary herein.

4.18 Inspections. Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Mortgaged 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 any of the Master Indenture Documents.

4.19 Liens. If any claim of lien is recorded which affects the Mortgaged Property or the Loan, Trustor shall, within twenty (20) days after such recording or service: (i) pay and discharge the same; (ii) effect the release thereof by recording or delivering to Beneficiary a surety bond in form and amount satisfactory to Beneficiary; or (iii) provide Beneficiary with other assurance (including appropriate title endorsements) which Beneficiary, in its sole discretion, deems to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of Beneficiary from the effect thereof. If Trustor fails to remove any lien on the Mortgaged Property or the Loan, and fails to provide satisfactory security in lieu of removal of such lien as provided in (ii) above and fails to provide Beneficiary with the assurances as provided in (iii) above, Beneficiary may pay such lien or may contest the validity thereof, may pay all costs and expenses of contesting the same, including attorneys' fees, and Trustor shall reimburse Beneficiary on demand for all payments made and costs and expenses incurred by Beneficiary in doing so.

4.20 Trustee's Power. Trustee may, 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 Master Indenture Documents secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said Mortgaged Property: (i) reconvey any part of said Mortgaged Property; (ii) consent in writing to the making of any map or plat thereof; (iii) join in granting any easement thereon; or (iv) join in any extension agreement or any agreement subordinating the lien or charge hereof.

4.21 Beneficiary's Power. Beneficiary, without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Land not then or theretofore released as security for the full amount of all unpaid obligations, may from time to time and without notice: (i) release any person so liable; (ii) extend the maturity or alter any of the terms of any such obligation; (iii) grant other indulgences; (iv) release or reconvey, or cause to be released or reconveyed at any time at

Beneficiary's option, any parcel, portion or all of the Mortgaged Property; (v) take or release any other additional security for any obligation herein mentioned; (vi) make compositions or other arrangements with debtors in relation thereto; or (vii) advance additional funds to protect the security hereof and pay or discharge the obligations of Trustor hereunder or under the Master Indenture Documents, and all amounts so advanced, with interest thereon at the rate per annum in effect from time to time under the Master Indenture Documents, shall be secured hereby.

4.22 Trade Names. At the request of Beneficiary, Trustor shall execute a certificate in form satisfactory to Beneficiary listing the trade names under which Trustor operates or intends to operate the Mortgaged Property, and representing and warranting that Trustor does business under no other trade names with respect to the Mortgaged Property. Trustor shall immediately notify Beneficiary in writing of any change in said trade names and Beneficiary may file one or more financing statements and such other documents as Beneficiary may from time to time require to perfect or continue the perfection of Beneficiary's security interest in any Mortgaged Property to reflect the change in trade name.

4.23 Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Master Indenture Documents, as applicable to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Mortgaged Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

4.24 Releases, Extensions, Modifications and Additional Security. Upon written request of the Obligated Group Representative, without the necessity of obtaining consent or giving prior notice to any of the Holders, the Beneficiary shall execute and deliver such releases, subordinations, reconveyances, termination statements or other instruments as may be reasonably requested by the Obligated Group Representative in connection with (1) the disposition of Mortgaged Property in accordance with the provisions of Section 3.08 of the Master Trust Indenture, (2) the withdrawal of a Member pursuant to Section 3.12 of the Master Trust Indenture, (3) the granting by a Member of any Lien which constitutes a Permitted Lien under the Master Trust Indenture, (4) any Lien on Property designated as Excluded Property, or (5) the receipt of written evidence from any rating agency then rating any Related Bonds or Obligations issued and Outstanding under the Master Indenture Documents that the long-term rating on the Related Bonds or Obligations issued and Outstanding under the Master Indenture Documents is at least "BBB+" or "Baa1" or higher (without regard for credit enhancement). Notwithstanding Section 4.23, this Deed of Trust shall be amended or partially or wholly reconveyed, as applicable, upon the occurrence of any event set forth in this Section 4.24.

ARTICLE 5 ADDITIONAL COVENANTS

5.1 Compliance With Environmental Laws; Indemnification.

(a) Except as allowed by law, since Trustor's taking of possession of the Mortgaged Property, the Mortgaged Property has not and does not, and during the term during which this Deed of Trust remains an encumbrance upon the Mortgaged Property, will not contain any chemical or other substance that is prohibited, limited or regulated by law, or that might pose a hazard to health or safety (including, but not limited to, asbestos, asbestos - containing materials,

radon gas, urea formaldehyde foam insulation and polychlorinated biphenyls; or any other substance deemed to be a “hazardous material”, “toxic substance”, “hazardous substance”, “hazardous waste” or “solid waste”) (collectively “Hazardous Substances”), by the United States Environmental Protection Agency or in the Resource Conservation and Recovery Act of 1976, 42 US § 6901, *et seq.*, (“RCRA”), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 US § 9601, *et seq.*, (“CERCLA”), the Hazardous Materials Transportation Act, 49 US § 1801 *et seq.*, the Clean Air Act, 42 USC § 7401, *et seq.*, the Clean Water Act, 33 USC § 1251, *et seq.*, the Safe Drinking Water Act, 21 USC § 349 and 42 USC § 201 and § 300(f), *et seq.*, the National Environmental Policy Act of 1969, 42 USC § 4321, the Superfund Amendment and Reauthorization Act of 1986 (codified in various sections of 10 USC, 29 USC, 33 USC and 42 USC), and Title III of the Superfund Amendment and Reauthorization Act, 40 USC § 1101, *et seq.*, Nevada Revised Statutes Chapter 40 and Chapter 459, or any and all regulations promulgated under any such law, or any and all similar or successor laws (collectively “Environmental Laws”).

(b) Trustor shall defend (at administrative, trial and appellate levels, and with attorneys and consultants and experts acceptable to Trustee and Beneficiary), indemnify and hold harmless Beneficiary, and Beneficiary’s successors, assigns, agents, directors, employees and officers of and from any and all liability of any kind for any claims, actions or damages, including court costs and attorney’s fees, in any way arising from or relating to Trustor’s performance or breach of its obligations under this Section 5.1, including, without limitation, those in any way arising from or relating to: (a) the release or threat of release of any Hazardous Substances, in, under or affecting all or any portion of the Mortgaged Property or any surrounding areas, regardless of whether or not caused by or within Trustor’s control; (b) violation of any Environmental Laws relating to or affecting the Mortgaged Property or Trustor, whether or not caused by or within Trustor’s control; (c) the violation of any Environmental Laws in connection with other real property of Trustor which gives or may give rise to any rights whatever in any party with respect to the Mortgaged Property by virtue of any Environmental Laws; (d) the enforcement of this Section 5.1, including, without limitation, the costs of assessment, containment or removal of any and all Hazardous Substances from all or any portion of the Mortgaged Property or any surrounding areas, the costs of any actions taken in response to a release or threat of release of any Hazardous Substances, in or under or affecting all or any portion of the Mortgaged Property or any surrounding areas to prevent or minimize such release or threat of release so that it does not migrate or otherwise cause or threaten to damage or injure present or future public health, safety, welfare or the environment, and costs incurred to comply with Environmental Laws in connection with all or any portion of the Mortgaged Property or any surrounding area.

(c) Except as allowed by law, since Trustor’s taking of possession of the Mortgaged Property, the Mortgaged Property has not been, and during the term this Deed of Trust remains an encumbrance on the Mortgaged Property, will not be used for the generation, treatment, storage, handling or disposal of any Hazardous Substances, and, to Trustor’s actual knowledge, except as allowed by law there have been no releases of Hazardous Substances at, upon, under or within, or past or ongoing migration from neighboring lands to the Mortgaged Property. Trustor shall defend, indemnify and hold harmless Beneficiary, and Beneficiary’s successors and assigns, of and from any and all liability of any kind for any claims, actions or damages, including court costs and attorney’s fees, in any way arising from or relating to Trustor’s performance or breach of its obligations under this Section.

(d) Except as disclosed by Trustor to Beneficiary, since Trustor’s taking of possession of the Mortgaged Property, Trustor has not received any notice from any governmental

authority or from any tenant or other occupant or from any other person with respect to any release of Hazardous Substances in violation of applicable law, at, upon, under or within the Mortgaged Property.

5.2 Acceleration on Sale.

(a) Trustor understands that in extending the financing evidenced in the Master Indenture Documents, Beneficiary is relying upon the continuing interest which Trustor has in the Mortgaged Property. Accordingly, except as expressly provided herein or in any of the Master Indenture Documents to the contrary, in the event that Trustor, without the prior written consent of Beneficiary, directly or indirectly, voluntarily or involuntarily, sells, assigns, transfers, disposes of or sublets or agrees to sell, assign, transfer, dispose of or sublet all or any portion of or any interest in the Mortgaged Property whether by outright sale, deed, installment sale contract, land contract, contract for deed, ground lease or any other leases, lease-option contract, or by sale, assignment or sublease, or transfers of any beneficial interest in or to any land trust holding title to the Mortgaged Property, or by any other method of conveyance of an interest in the Mortgaged Property, then the same shall be deemed to increase the risk of Beneficiary, and Beneficiary may then, or at any time thereafter, declare all Obligations issued and Outstanding under the Master Indenture Documents and all other charges and fees under the Master Indenture Documents immediately due and payable, and may exercise all rights and remedies provided in the Master Indenture Documents.

(b) Beneficiary may condition its consent to a sale or transfer for which consent is required hereunder upon the fulfillment of certain requirements in Beneficiary's sole and absolute discretion, including, without limitation, an increase in the interest rates under the Master Indenture Documents and(or) the requirement for guarantors of the Required Payments.

5.3 Acceleration on Insolvency of Trustor. In the event (i) Trustor fails to pay its debts generally as they come due or files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law, or any other law or laws for the relief of, or relating to, debtors; (ii) an involuntary petition is filed against Trustor under any bankruptcy or similar statute and such petition is not set aside or withdrawn or is still in effect within thirty (30) days from the date of such filing (or such longer period as is reasonably necessary, provided Trustor promptly commences, and diligently and continuously pursues thereafter, its efforts to have the petition set aside or withdrawn); (iii) a custodian, receiver or trustee (or other similar official) is appointed to take possession, custody or control of any of the properties of Trustor; or (iv) the Mortgaged Property becomes subject to the jurisdiction of a Federal Bankruptcy Court or successor to that court, or any similar state court; (v) Trustor makes a general assignment for the benefit of Trustor's creditors; or (vi) any portion of Trustor's assets is attached, executed upon or judicially seized in any manner, and such seizure is not discharged within thirty (30) days, then Beneficiary at its option and to the extent permitted by applicable law may, without prior notice, declare all sums secured by this Deed of Trust, irrespective of their stated due date(s), immediately due and payable and may exercise all rights and remedies provided in this Deed of Trust.

5.4 Further Encumbrance Prohibited. Trustor covenants not to execute any deed of trust, security agreement, assignment of leases and rents or other agreement granting a lien (except the liens granted to Beneficiary and Trustee by the Master Indenture Documents) in the Mortgaged Property or take or fail to take any other action which would result in a lien against the interest of Trustor in the Mortgaged Property without the prior written consent of Beneficiary.

**ARTICLE 6
DEFAULT; REMEDIES**

6.1 Events of Default. Each of the following events shall constitute an event of default by Trustor hereunder (each, an “**Event of Default**”):

(a) Trustor fails to pay when due any Required Payments due under any Obligation issued and Outstanding under the Master Indenture Documents;

(b) Trustor fails to perform any non-monetary obligation contained in the Master Indenture Documents, and the continuance of such failure for fifteen (15) days after notice, or within any longer grace period, if any allowed in the Master Indenture Documents;

(c) The occurrence of a default or an “Event of Default” under the Master Indenture Documents beyond any applicable notice and cure period;

(d) Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust, and the continuance of such failure for fifteen (15) days after notice from Beneficiary;

(e) Any financial statement, report, or certificate made or delivered to Beneficiary by Trustor is not materially true and complete, or any representation or warranty made or delivered to Beneficiary by Trustor is not materially true and correct;

(f) Seizure or forfeiture of the Mortgaged Property, or any portion thereof, or Trustor’s interest therein, resulting from criminal wrongdoing or other unlawful action of Trustor, its affiliates, or any tenant in the Mortgaged Property under any federal, state or local law;

(g) Trustor abandons any of the Mortgaged Property; or

(h) A default or event of default occurs under any lien, security interest or assignment covering the Mortgaged Property or any part thereof (whether or not Beneficiary has consented, and without hereby implying Beneficiary’s consent, to any such lien, security interest or assignment not created hereunder), or the holder of any such lien, security interest or assignment declares a default or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder.

6.2 Acceleration Upon Default; Additional Remedies. At any time after any Event of Default, Beneficiary may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter, Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Mortgaged Property, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Mortgaged Property, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Mortgaged Property, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection

(including attorneys' fees) upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Mortgaged Property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Mortgaged Property or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Master Indenture Documents or by law upon the occurrence of any Event of Default, including the right to exercise the power of sale.

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, and (or) specifically enforce any of the covenants hereof.

(c) Exercise any or all of the remedies available to a secured party under the Nevada Uniform Commercial Code.

(d) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Mortgaged Property to be sold, which notice Trustee or Beneficiary shall cause to be duly filed for record in the official records of the county in which the Mortgaged Property is located.

6.3 Foreclosure by Power of Sale. If Beneficiary elects to foreclose by exercise of power of sale under Section 6.2(d), Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Master Indenture Documents and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such notice of default and election to sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such notice of default and after notice of sale having been given as required by law, sell the Mortgaged Property at the time and place of sale fixed by it in said notice of sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, 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 the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all costs, fees and expenses of Trustee and of this Deed of Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale first to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the rate per annum in effect from time to time under the Master Indenture Documents, then to payment of all other Secured Obligations, and the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone the sale of all or any portion of the Mortgaged Property 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 or subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

(d) The power of sale under this Deed of Trust shall not be exhausted by any one or more sales (or attempts to sell) as to all or any portion of the Mortgaged Property remaining unsold, but shall continue unimpaired until all of the Mortgaged Property has been sold by exercise of the power of sale herein contained and all indebtedness of Trustor to Beneficiary under the Deed of Trust, the Master Indenture Documents has been paid in full.

6.4 Appointment of Receiver. Subject to NRS 32.010 et seq. and NRS 107.100, if an Event of Default has occurred and is continuing, Beneficiary as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Mortgaged Property or the interest of Trustor therein, shall have the right to apply, by ex parte motion or otherwise, to any court having jurisdiction to appoint a receiver or receivers of the Mortgaged 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, including, without limitation, taking immediate possession, custody and control of the Mortgaged Property, securing, operating, managing, controlling and conducting the Mortgaged Property, caring for, preserving and maintaining the Mortgaged Property, and incurring any costs and expenses necessary for such purposes. Any such receiver or receivers shall also have all the powers and duties of Beneficiary in case of entry as provided in Section 6.2(a) above. Any such receiver or receivers shall continue in such capacity and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated.

6.5 Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any of the Secured Obligations and to exercise all rights and powers under this Deed of Trust or under any of the Master Indenture Documents any laws now or hereafter in force, notwithstanding that some or all of the Secured Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. 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 any of the Master Indenture Documents 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.

**ARTICLE 7
MISCELLANEOUS**

7.1 Governing Law. This Deed of Trust shall be governed by the laws of the State of Nevada. In the event that any provision or clause of any of the Master Indenture Documents conflicts with applicable laws, such conflicts shall not affect other provisions of such Master Indenture Documents which can be given effect without the conflicting provision, and to this end the provisions of the Master Indenture Documents are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

7.2 Trustor Waiver of Rights. To the extent permitted under applicable law, Trustor waives: (i) the benefit of all laws now existing or that hereafter may be enacted providing for any appraisalment before sale of any portion of the Mortgaged Property; (ii) any applicable statute of limitations; and (iii) the benefit of all laws that may hereafter be enacted in any way extending the time for the enforcement of the collection of the indebtedness evidenced in the Master Indenture Documents or creating or extending a period of redemption from any sale made in collecting said indebtedness. To the full extent Trustor may do so, Trustor agrees that Trustor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisalment, valuation, stay, extension or redemption, and Trustor, for Trustor, Trustor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisalment, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshaling in the event of foreclosure of the liens hereby created. If any law referred to in this Section 7.2 and now in force, of which Trustor, Trustor's heirs, devisees, representatives, successors and assigns or other person might take advantage despite this Section 7.2, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section 7.2.

7.3 Statements of Trustor. Trustor, within ten (10) days after request by Beneficiary, shall furnish to Beneficiary a written statement stating the unpaid principal of and interest on the Required Payments on Obligations issued and Outstanding under the Master Indenture Documents and any other amounts secured by this Deed of Trust, and stating whether any offset or defense exists against such principal and interest.

7.4 Notices. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (a) if hand delivered, when delivered; (b) if mailed by United States Certified Mail (postage prepaid, return receipt requested), three Business Days after mailing (c) if by Federal Express or other reliable overnight courier service, on the next Business Day after delivered to such courier service or (d) if by telecopier on the day of transmission so long as copy is sent on the same day by overnight courier as set forth below:

If to Trustor:

Carson Valley Medical Center
1107 U.S. Highway 395
Gardnerville, Nevada 89410
Attention: Colleen Reid, Chief Financial Officer
Telephone: (775) 782-1649
E-mail: creid@cvmchospital.org

If to Beneficiary:

U.S. Bank National Association
101 North First Avenue, Suite 1600
Phoenix, Arizona 85003
Attention: Keith Henselen
Telephone: (602) 257-5431
E-mail: keith.henselen@usbank.com

If to Trustee:

Ticor Title of Nevada, Inc.
5441 Kietzke Lane, Suite 100
Reno, NV 89511
Phone: (775) 324-7400

7.5 Attorneys' Fees. If Beneficiary refers this Deed of Trust or any of the other Master Indenture Documents to an attorney to enforce, construe or defend the same, or as a consequence of any Event of Default as defined in this Deed of Trust, with or without the filing of any legal action or proceeding, Trustor shall pay to Beneficiary, immediately upon demand, the amount of all attorneys' fees and costs incurred by Beneficiary in connection therewith, together with interest thereon from the date of such demand at the rate of interest applicable to the principal balance of the Required Payments. The reference to "attorneys' fees" in this Section 7.5, elsewhere in this Deed of Trust and in all of the other Master Indenture Documents shall include, without limitation, fees charged by Beneficiary for the services furnished by attorneys who are in its employ, at rates not exceeding those that would be charged by outside attorneys for comparable services.

7.6 WAIVER OF RIGHT TO TRIAL BY JURY. TRUSTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH THIS DEED OF TRUST, THE MASTER INDENTURE DOCUMENTS, OR ANY OF THE OTHER DOCUMENTS REFERENCED IN THE MASTER INDENTURE DOCUMENTS, THE SECURED OBLIGATIONS OR ANY ACTIONS OF TRUSTOR OR BENEFICIARY. TRUSTOR ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS DEED OF TRUST AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS DISCUSSED THIS WAIVER WITH SUCH LEGAL COUNSEL. TRUSTOR FURTHER ACKNOWLEDGES THAT (i) IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER, (ii) THIS WAIVER IS A MATERIAL INDUCEMENT FOR BENEFICIARY TO MAKE THE LOAN, ENTER INTO THIS DEED OF TRUST AND EACH OF THE OTHER MASTER INDENTURE

DOCUMENTS, AND (iii) THIS WAIVER SHALL BE EFFECTIVE AS TO EACH OF SUCH OTHER MASTER INDENTURE DOCUMENTS AS IF FULLY INCORPORATED THEREIN.

7.7 Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

7.8 Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

7.9 Invalidity of Certain Provisions. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Mortgaged Property, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or not fully secured by the lien of this Deed of Trust. If any provision of the Master Indenture Documents shall be deemed void or unenforceable, it shall not affect the validity of the remaining provisions thereof which shall be considered severable.

7.10 Subrogation. To the extent that proceeds of the financing or advances under the Master Indenture Documents and this Deed of Trust are used to pay any outstanding lien, charge or prior encumbrance against the Mortgaged Property, such proceeds or advances have been or will be advanced by Beneficiary at Trustor's request and Beneficiary shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

7.11 No Merger. If both the lessor's and lessee's estates under any lease or any portion thereof which constitutes a part of the Mortgaged Property shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Mortgaged Property pursuant to the provisions hereof, any leases or subleases then existing and created by Trustor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

7.12 Non-Waiver. The acceptance by Beneficiary of any sum after the same is due shall not constitute a waiver of the right either to require prompt payment when due of all other sums hereby secured or to declare a default as herein provided. The acceptance by Beneficiary of any sum in an amount less than the sum then due shall be deemed an acceptance on account only and upon the condition that it shall not constitute a waiver of the obligation of Trustor to pay the entire sum then due, and Trustor's failure to pay said entire sum then due shall be and continue to be a default notwithstanding such acceptance of such amount on account, as aforesaid, and Beneficiary or Trustee shall be at all times thereafter and until the entire sum then due shall have been paid, and notwithstanding the acceptance by Beneficiary thereafter of further sums on account, or otherwise, entitled to exercise all rights in this instrument conferred upon them, or either of them, upon the

occurrence of a default, and the right to proceed with a sale under any notice of default, and election to sell, shall in no way be impaired, whether any of such amounts are received prior or subsequent to such notice. Consent by Beneficiary to any transaction or action of Trustor which is subject to consent or approval of Beneficiary hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive transactions or actions. At any time and from time to time, without liability therefor and without notice, and without releasing or otherwise affecting the liability of any person for payment of any indebtedness hereby secured: (i) Beneficiary at its sole, absolute and unfettered discretion may extend the time for, or release any person now or hereafter liable for, payment of any or all such indebtedness, or accept or release additional security therefor, or subordinate the lien or charge hereof; or (ii) Trustee, upon written request of Beneficiary and presentation of the Master Indenture Documents, may reconvey any part of said Mortgaged Property, consent to the making of any map or plat thereof, join in granting any easement thereof, or join in any such agreement of extension or subordination.

7.13 Time is of the Essence. Time is of the essence in connection with all obligations of Trustor under this Deed of Trust.

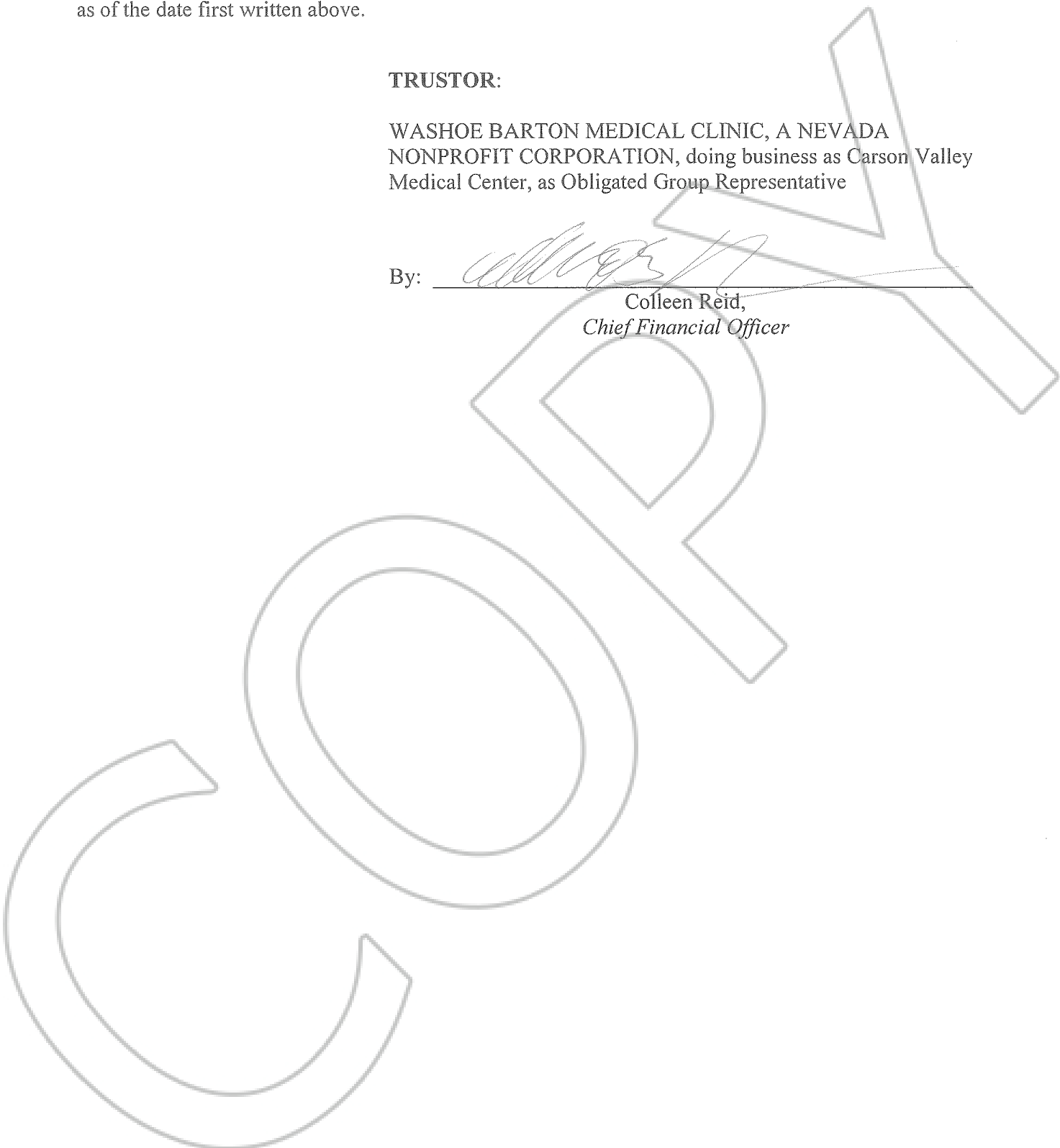
IN WITNESS WHEREOF, this Deed of Trust has been executed by Trustor and is effective as of the date first written above.

TRUSTOR:

WASHOE BARTON MEDICAL CLINIC, A NEVADA
NONPROFIT CORPORATION, doing business as Carson Valley
Medical Center, as Obligated Group Representative

By: 

Colleen Reid,
Chief Financial Officer



NEVADA NOTARY ACKNOWLEDGMENT

THE STATE OF NEVADA

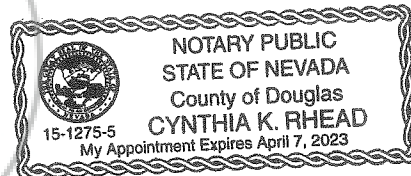
COUNTY OF Douglas

This instrument was acknowledged before me on July 23, 2021 by
Colleen Elizabeth Reid Bryant, (name of person).

Notary Public Signature

Print Cynthia K. Rhead *Cynthia K. Rhead*

Title Notary Public



(Seal)

EXHIBIT "A"
Mortgaged Property

Encumbering real property located at the following address in Wellington, Nevada:

- 3919 Carter Way

Encumbering real property located at the following addresses in Gardnerville, Nevada:

- 1550 Virginia Ranch Road
- Virginia Ranch Road [unassigned street address]
- 1518 Virginia Ranch Road
- 1516 Virginia Ranch Road
- 1520 Virginia Ranch Road
- 1107 US Hwy. 395

Encumbering real property located at the following addresses in Minden, Nevada:

- 897 Ironwood Dr.
- 1649 Lucerne St.

[Legal descriptions are provided starting on next page]

Legal Descriptions of Mortgaged Property

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

PARCEL 1:

The following described parcel of land, lying entirely within Parcel B, as shown on the office plat of Topaz Ranch Estates, Unit No. 4, filed for record on November 16, 1970 as Document No. 50212, in the office of the County Recorder of Douglas County, Nevada, more particularly described as follows:

Commencing at the southeasterly corner of Lot 8, Block V, as shown on said map and proceeding; thence along the westerly line of the Roadside Park Parcel, South $12^{\circ}23'37''$ East 389.83 feet to a point on the northerly line of Nevada State Highway No. 3; thence along said northerly line, South $67^{\circ}29'50''$ West 487.48 feet to the True Point of Beginning; thence continuing along said line, South $67^{\circ}29'50''$ West 339.33 feet; thence leaving said line and proceeding North $17^{\circ}25'09''$ West 237.42 feet to a point on the southerly line of a 60 foot wide roadway; thence along said southerly line, North $72^{\circ}34'51''$ East 337.99 feet; thence leaving said line and proceeding South $17^{\circ}25'09''$ East 207.46 feet to the True Point of Beginning.

Reference is made to Record of Survey recorded September 7, 1990 in Book 990, Page 517, as Document No. 234059.

APN: 1022-15-001-114

Document No. 645890 is provided pursuant to the requirements of Section 1.NRS 111.312.

PARCEL 2:

Parcel 1 as set forth on Final Parcel Map FPM-2009 for the Jacobsen Family 1982 Trust filed for record in the Office of the County Recorder of Douglas County, State of Nevada, on September 6, 1995, in Book 995, Page 594, as Document No. 369896, Official Records.

APN: 1220-10-610-004

PARCEL 3:

Parcel 7D as shown on the Record of Survey for Jewell Commercial Park (a Commercial Subdivision), according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on November 12, 1997, in Book 1197, Page 2080, as File No. 426103, Official Records, being more particularly described as follows:

A parcel of land located within a portion of Section 10, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at a point on the northeasterly right-of-way line of U.S. Highway 395 being the beginning of a curvature at Station 289+97.69 (tangent bears South $44^{\circ}45'21''$ East), said point bearing North $45^{\circ}14'39''$ East, 4.10 feet from a found right-of-way monument per Record of Survey

for Stoddard Jacobsen recorded in the office of Recorder, Douglas County, Nevada as Document No. 129795;

Thence along said right-of-way South 44°45'21" East, 1694.81 feet to the northwesterly corner of Lot 7 as shown on the Final Subdivision Map #2010-2 recorded in the office of Recorder, Douglas County, Nevada as Document No. 417846, the Point of Beginning;
Thence continuing along the boundary of said Lot 7 North 29°35'16" East, 21.28 feet;
Thence South 60°24'44" East, 88.59 feet;
Thence North 29°35'16" East, 152.00 feet;
Thence North 60°24'44" West, 77.70 feet;
Thence along the boundary of said Lot 7 the following five courses:

Thence North 49°27'35" East, 182.03 feet;
Thence South 60°24'44" East, 234.32 feet;
Thence South 29°35'16" West, 404.17 feet along the right-of-way of Virginia Ranch Road;
Thence along the arc of a curve to the right having a radius of 20.00 feet, central angle of 105°39'23", and arc length of 36.88 feet;
Thence North 44°45'21" West, 292.55 feet along said right-of-way of U.S. Highway 395 to the Point of Beginning.

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

A parcel of land located within a portion of Section 10, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at a point on the northeasterly right-of-way line of U.S. Highway 395 being the beginning of curvature at Station 289+97.69 (tangent bears South 44°45'21" East), said point bearing North 45°14'39" East, 4.10 feet from a found right-of-way monument per Record of Survey for Stoddard Jacobsen recorded in the office of Recorder, Douglas county, Nevada as Document No. 129795;

Thence along said right-of-way South 44°45'21" East, 1694.81 feet to the northwesterly corner of Lot 7 as shown on the Final Subdivision Map #2010-2 recorded in the office of Recorder, Douglas County, Nevada as Document No. 417846;

Thence continuing along the boundary of said Lot 7 the following courses:

Thence continuing along said right-of-way South 44°45'21" East, 292.55 feet;
Thence along the arc of a curve to the left having a radius of 20.00 feet, central angle of 105°39'23", and arc length of 36.88 feet;
Thence along the right-of-way of Virginia Ranch Road North 29°35'16" East, 404.17 feet;
Thence North 72°40'53" West, 69.08 feet to the Point of Beginning;
Thence South 29°35'16" West, 152.00 feet;
Thence North 60°24'44" West, 92.00 feet;
Thence North 29°35'16" East, 152.00 feet;
Thence South 60°24'44" East, 92.00 feet to the Point of Beginning.

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

A parcel of land located within a portion of Section 10, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at a point on the northeasterly right-of-way line of U.S. Highway 395 being the beginning of a curvature at Station 289+97.69 (tangent bears South 44°45'21" East), said point bearing North 45°14'39" East, 4.10 feet from a found right-of-way monument per Record of Survey for Stoddard Jacobsen recorded in the office of Recorder, Douglas County, Nevada as Document No. 129795;

Thence along said right-of-way South 44°45'21" East, 1694.81 feet to the northwesterly corner of Lot 7 as shown on the Final Subdivision Map #2010-2 recorded in the office of Recorder, Douglas County, Nevada as Document No. 417846;

Thence continuing along the boundary of said Lot 7 the following courses:

Thence continuing along said right-of-way South 44°45'21" East, 292.55 feet;

Thence along the arc of a curve to the left having a radius of 20.00 feet, central angle of 105°39'23", and arc length of 36.88 feet;

Thence North 30°19'05" West, 78.02 feet to the Point of Beginning.

Said Parcel of Land more fully imposed as Lot 7D on that certain Record of Survey recorded November 12, 1997, Book 1197 of Official Records, at Page 2080, as Document No. 426103.

APN: 1220-10-610-006

Document No. 600494 is provided pursuant to the requirements of Section 1.NRS 111.312.

PARCEL 4A:

Parcel 7C as shown on the Record of Survey for Jewell Commercial Park (a Commercial Subdivision), according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on November 12, 1997, in Book 1197, Page 2080, as File No. 426103, Official Records, being more particularly described as follows:

A parcel of land located within a portion of Section 10, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at a point on the northeasterly right-of-way line of U.S. Highway 395 being the beginning of a curvature at Station 289+97.69 (tangent bears South 44°45'21" East), said point bearing North 45°14'39" East, 4.10 feet from a found right-of-way monument per Record of Survey for Stoddard Jacobsen recorded in the office of Recorder, Douglas County, Nevada as Document No. 129795;

Thence along said right-of-way South 44°45'21" East, 1694.81 feet to the northwesterly corner of Lot 7 as shown on the Final Subdivision Map #2010-2 recorded in the office of Recorder, Douglas County, Nevada as Document No. 417846;

Thence continuing along the boundary of said Lot 7 North 29°35'16" East, 21.28 feet to the Point of Beginning;

Thence continuing along the boundary of said Lot 7 the following courses:

Thence North 29°35'16" East, 121.86 feet;

Thence North 49°27'35" East, 32.05 feet
Thence South 60°24'44" East, 77.70 feet;
Thence South 29°35'16" West, 152.00 feet;
Thence North 60°24'44" West, 88.59 feet to the Point of Beginning.

PARCEL 4B:

A perpetual non-exclusive easement for vehicular and pedestrian ingress and egress and parking, as set forth in that certain Reciprocal Easement Declaration, recorded November 12, 1997, Book 1197, Page 2071, Document No. 426102, Official Records.

APN: 1220-10-610-007

Document No. 600494 is provided pursuant to the requirements of Section 1.NRS 111.312.

PARCEL 5A:

Parcel 7B as shown on the Record of Survey for Jewell Commercial Park (a Commercial Subdivision), according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on November 12, 1997, in Book 1197, Page 2080, as File No. 426103, Official Records, being more particularly described as follows:

A parcel of land located within a portion of Section 10, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at a point on the northeasterly right of way line of U.S. Highway 395 being the beginning of a curvature at Station 289+97.69 (tangent bears South 44°45'21" East), said point bearing North 45°14'39" East, 4.10 feet from a found right of way monument per Record of Survey for Stoddard Jacobsen recorded in the office of the Recorder, Douglas county, Nevada as document No. 129795;

Thence along said right of way South 44°45'21" East, 1694.81 feet to the northwesterly corner of Lot 7 as shown on the Final Subdivision Map #2010-2 recorded in the office of the Recorder, Douglas County, Nevada as Document No. 417846;

Thence continuing along the boundary of said Lot 7 the following two courses:

Thence continuing along said right of way South 44°45'21" East, 292.55 feet;
Thence along the arc of a curve to the left having a radius of 20.00 feet, central angle of 105°39'23", and arc length of 36.88 feet;
Thence North 30°19'05" West, 78.02 feet to the Point of Beginning;
Thence North 60°24'44" West, 92.00 feet;
Thence North 29°35'16" East 152.00 feet;
Thence South 60°24'44" East, 92.00 feet;
Thence South 29°35'16" West 152.00 feet to the Point of Beginning.

PARCEL 5B:

A perpetual non-exclusive easement for vehicular and pedestrian ingress and egress and parking, as set forth in that certain Reciprocal Easement Declaration, recorded November 12, 1997, Book 1197, Page 2071, Document No. 426102, Official Records.

APN: 1220-10-610-008

Document No. 503337 is provided pursuant to Section 1.NRS 111.312.

PARCEL 6A:

Parcel 7A as shown on the Record of Survey for Jewell Commercial Park (a Commercial Subdivision), according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on November 12, 1997, in Book 1197, Page 2080, as File No. 426103, Official Records, being more particularly described as follows:

A parcel of land located within a portion of Section 10, Township 12 North, Range 20 East, Mount Diablo Base and Meridian, more particularly described as follows:

Commencing at a point on the Northeasterly right-of-way line of U.S. Highway 395 being the beginning of curvature at Station 289+97.69 (tangent bears South 44°45'21" East), said point bearing North 45°14'39" East, 4.10 feet from a found right-of-way monument per Record of Survey for Stoddard Jacobsen recorded in the office of Recorder, Douglas County, Nevada as Document No. 129795;

Thence along said right-of-way South 44°45'21" East, 1694.81 feet to the Northwesterly corner of Lot 7 as shown on the Final Subdivision Map #2010-2, recorded in the office of Recorder, Douglas County, Nevada as Document No. 417846;

Thence continuing along the boundary of said Lot 7 the following three courses:

- 1) Thence continuing along said right-of-way South 44°45'21" East, 292.55 feet;
- 2) Thence along the arc of a curve to the left having a radius of 20.00 feet, central angle of 105°39'23", and arc length of 36.88 feet;
- 3) Thence along the right-of-way of Virginia Ranch Road North 29°35'16" East, 404.17 feet;

Thence North 72°40'53" West, 69.08 feet to the POINT OF BEGINNING;

Thence South 29°35'16" West, 152.00 feet;

Thence North 60°24'44" West, 92.00 feet;

Thence North 29°35'16" East, 152.00 feet;

Thence South 60°24'44" East, 92.00 feet; to the POINT OF BEGINNING.

PARCEL 6B:

A perpetual non-exclusive easement for vehicular and pedestrian ingress and egress and parking, as set forth in that certain Reciprocal Easement Declaration, recorded November 12, 1997, Book 1197, Page 2071, Document No. 426102, Official Records.

APN: 1220-10-610-009

Document No. 916282 is provided pursuant to the requirements of Section 1.NRS 111.312.

PARCEL 7:

Being a portion of Section 3 and 10, Township 12 North, Range 20 East, M.D.B. & M. being further described as follows:

Parcel 4 as set forth on Parcel Map for Jacobsen Family Trust, filed for record in the Office of the County Recorder of Douglas County, State of Nevada, recorded May 13, 1991, in Book 591, Page 1851, as Document No. 250593.

EXCEPTING THEREFROM any portion of said land quitclaimed to the State of Nevada, acting by and through its Department of Transportation, by document recorded May 6, 1993 in Book 593, Page 966 as Document No. 306476.

APN: 1220-10-610-010

PARCEL 8A:

A parcel of land located within a portion of the East one-half (E ½) of Section 30, Township 13 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at a Nevada Department of Transportation survey well on the center south bound land of U.S. Highway 395, a brass disk in concrete, State "S" 56+92.33 P.T., as shown on the Record of Survey to Support a Boundary Line Adjustment for Roland and Joan P. Dreyer filed for record July 31, 1997 in the office of Recorder, Douglas County, Nevada as Document No. 418466;

Thence South 89°41'44" East, 117.00 feet to a point on the Easterly right of way of U.S. Highway 395, Project F-395-1 (3); thence along said Easterly right of way, North 00°18'16" East 291.12 feet to the Point of Beginning;

Thence continuing along said Easterly right of way, North 00°18'16" East, 320.25 feet to the south line of public access and P.U.E. filed for record in the office of Recorder, Douglas County, Nevada in Book 797, at Page 5706;

Thence along the south line of said public access and P.U.E., the following four courses: thence South 89°42'00" East, 132.82 feet; thence along the arc of a curve to the right having a radius of 117.00 feet, central angle of 75°00'00", and arc length of 153.15 feet; thence South 14°42'00" East, 94.47 feet; thence along the arc of a curve to the left having a radius of 715.76 feet, central angle of 06°36'50" and arc length of 82.62 feet to the North line of Adjusted Parcel 3 as shown on said map thence leaving said public access and P.U.E., South 68°41'10" West, 173.44 feet; thence North 89°42'00" West, 135.00 feet to the Point of Beginning.

PARCEL 8B:

Access easement agreement, upon the terms and conditions contained therein, recorded July 31, 1997 in Book 797, Page 5687, as Document No. 418455.

APN: 1320-30-601-005

Document No. 815313 is provided pursuant to the requirements of Section 1.NRS 111.312.

PARCEL 9A:

Being a portion of Lot 5 as shown on the Final Subdivision Map PD #03-007 for Minden Village, a Planned Unit Development, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on May 7, 2004, in Book 504, Page 2786, as File No. 612540, Official Records, being more particularly described as follows:

Lot 5-C as set forth on the Record of Survey #2 for Minden Village, a Planned Unit Development, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on March 8, 2005, in Book 305, Page 2933, as File No. 638393, Official Records, and amended by Certificate of Amendment recorded August 10, 2009, in Book 809, Page 1728, as Document No. 748538, Official Records.

PARCEL 9B:

Non-exclusive easements for the ingress and egress and passage of vehicles and pedestrians and for parking purposes as granted by Declaration of Covenants, Conditions and Restrictions and Grant of Easements for Minden Village Association, recorded April 8, 2004, in Book 404, page 3866, as Document No. 609732, Official Records.

APN: 1320-30-714-010