

Assessor's Parcel No.: 1320-05-001-054

Recording requested by:

Stewart Title Company
Escrow #1634451

Send tax bills to:

Precision Street Holdings, LLC
2392 Precision Drive
Minden, NV 89423-8979

When recorded, return to:

NAME California Statewide
ADDRESS 426 D Street
S
CITY & STATE Davis, CA 95616

4144567006

Symmetrix Composite Tooling, Inc.

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

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust"), IS MADE THIS 22nd DAY OF April, 2022, BY AND BETWEEN:

TRUSTOR: Precision Street Holdings, LLC, a Nevada limited liability company
2392 Precision Drive
Minden, NV 89423-8979

BENEFICIARY: California Statewide Certified Development Corporation
426 D Street
Davis, CA 95616

TRUSTEE: Stewart Title Company
5470 Kietzke Ln., Suite 230
Reno, NV 89511

REAL PROPERTY: Situated 2392 Precision Drive, Minden, NV 89423-8979, which is in Douglas County, NV (the "County"), but which is more fully described as follows:

See Exhibit "A" attached hereto.

This Deed of Trust, made on the above date between the Trustor, Trustee, and Beneficiary above named,

WITNESSETH:

That Trustor hereby irrevocably grants and conveys to Trustee, in trust, with the power of sale, the above described real property, together with any and all leases, rents, issues, profits, fixtures, water rights, or income thereof or appurtenant thereto, (all of which are hereinafter called "property income"); SUBJECT,

HOWEVER, to the right, power, and authority hereinafter given to and conferred upon Beneficiary to collect and apply such property income.

FOR THE PURPOSE OF SECURING:

A. Payment of the indebtedness in the principal sum of \$1,867,000.00, evidenced by that certain promissory note of even date herewith made by Trustor, or any one of them, payable to Beneficiary or order, and any extension or renewal thereof; and

B. Performance of each agreement of Trustor contained or incorporated herein by reference;

C. Payment of such sums as may be advanced by Beneficiary or Trustee to protect the security in accordance with the terms of this Deed of Trust, plus interest thereon at the rate set forth in said promissory note; and

D. Payment of such further sums as may be advanced by Beneficiary when evidenced by another promissory note(s) reciting it is secured by this Deed of Trust.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said property in violation of law; and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2) To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of Trustee's sale hereunder to invalidate any act done pursuant to such notice.

3) To appear in and defend any action or proceeding purporting to affect the security hereof, or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

4) To pay before delinquent, all taxes and assessments affecting said property; when due, all encumbrances, charges, and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance, and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured, hereby.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto;

and, in exercising any such powers, pay necessary expenses, employ counsel, and pay his reasonable fees.

5) To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from the date of expenditure at the same rate as is provided for in the note secured by this Deed of Trust or at the high legal rate, whichever be the greater rate. Any amounts so paid by Beneficiary or Trustee shall become a part of the debt secured by this Deed of Trust and a lien on said premises or shall become immediately due and payable at option of Beneficiary or Trustee.

IT IS MUTUALLY AGREED:

6) That any award of damages in connection with any condemnation or any such taking, or for injury to the property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor, however, the right to sue therefor and the ownership thereof subject to the Deed of Trust), and upon receipt of such moneys Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

7) That time is of the essence of this Deed of Trust, and that by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

8) That at any time or from time to time, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note(s) for endorsement, and without liability therefor, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the property affected by the Trustee's action be credited on the indebtedness, the Trustee may: a) release and reconvey all or any part of said property; b) consent to the making and recording, or either, of any map or plat of the property or any part thereof; c) join in granting any easement thereon; d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance or charge hereof.

9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note(s) to Trustee for cancellation and retention, and upon payment of its fees, Trustee shall release and reconvey, without covenant or warranty, express or implied, the 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 such reconveyance may be described as "the person or persons legally entitled thereto."

10) Trustor irrevocably assigns to Beneficiary:

a) all of Trustor's right, title, and interest in all leases; licenses; agreements relating to the management, leasing, or operation of the Property; and other agreements of any kind relating to the use or occupancy of the Property, whether now existing or entered into after the date of this Deed of Trust ("Leases"), and

b) the rents, issues, and profits of the Property, including, without limitation, all amounts payable and all rights and benefits accruing to Trustor under the Leases ("Payments"), for the purposes and on the terms and conditions below. The term Leases will also include all guarantees of and security for the lessees' performance, and all amendments, extensions, renewals, or modifications that are permitted. This is a present and absolute assignment, not an assignment for security purposes only, and Beneficiary's right to the Leases and Payments is not contingent on, and may be exercised without, possession of the Property.

As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power, and authority, during the continuance of this trust, to collect the property income, reserving to Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such property income as it becomes due and payable. Upon any such default, Beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such property income, including that past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such property income, and the application thereof as aforesaid, shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

11) **Security Agreement and Fixture Filing. THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH NEVADA REVISED STATUTES ("N.R.S.") 104.9502(3), AS AMENDED OR RECODIFIED FROM TIME TO TIME, COVERING ANY PROPERTY WHICH NOW IS OR LATER MAY BECOME FIXTURES ATTACHED TO THE PROPERTY. THIS INSTRUMENT IS TO BE FILED AND INDEXED IN THE REAL ESTATE RECORDS AND IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS OF THE COUNTY, NEVADA UNDER THE NAMES OF TRUSTOR, AS DEBTOR AND CALIFORNIA STATEWIDE CERTIFIED DEVELOPMENT CORPORATION AND SBA (AS DEFINED BELOW) AS SECURED PARTY. Trustor hereby authorizes Beneficiary to file any and all financing statements and amendments thereto in such form and in such locations as Beneficiary deems necessary or appropriate in connection herewith. Trustor warrants and agrees that there is no financing statement covering the property income or any part thereof on file in any public office.**

12) That upon default by Trustor in the payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature thereof, and of election to cause to be sold said property under this Deed of Trust. Beneficiary also shall deposit with Trustee this Deed of Trust, said note(s), and all documents evidencing expenditures secured hereby. Beneficiary may require Borrower to assemble the personal property and make it available to Beneficiary at a place to be designated by Beneficiary Trustee shall record and give notice of Trustee's sale in the manner required by law, and after the lapse of such time as may then be required by law, Trustee shall sell, in the manner required by law, said property at public auction at the time and place fixed by it in said notice of Trustee's sale to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone or continue the sale by giving notice of postponement or continuance by public declaration at the time and place last appointed for the sale. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, expressed or implied. Any persons, including Trustor, Trustee, or Beneficiary, may purchase at such sale. Instead of paying cash for such property, Beneficiary may settle for the purchase price by crediting the sales price of the property against the obligations in the order provided by N.R.S. 40.462.

After deducting all costs, fees and expenses of Trustee and of this Trust to the extent permitted by law, including the cost of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate set forth in the aforesaid promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Immediately after such sale, Trustor shall surrender possession of the property to the purchaser, in the event possession has not previously been surrendered by Trustor, and upon failure to vacate the property, Trustor shall pay to the purchaser the reasonable rental value of the property, and/or at purchaser's option, may be dispossessed in accordance with the law applicable to tenant's holding over.

If more than one property, lot or parcel is covered by this Deed of Trust, and if this Deed of Trust is foreclosed upon, or judgment is entered upon any liabilities secured hereby, or if Beneficiary or Trustee

exercises its power of sale, execution may be made upon or Beneficiary or Trustee may exercise its power of sale against any one or more of the properties, lots or parcels and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales or sales by advertisement may likewise be conducted separately or concurrently, in each case at Beneficiary's election. The sale of Property conducted pursuant to Covenants Nos. 6, 7 and 8 of N.R.S. §107.030 may be conducted either as to the whole of said property or in separate parcels and in such order as Trustee may determine.

13) That Beneficiary may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers, and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor.

14) That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder of the note(s) secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

15) That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

16) Without affecting the liability of Trustee or any other party now or hereafter bound by the terms hereof for any obligation secured hereby, Beneficiary may, from time to time and with or without notice as he shall determine, release any person now or hereafter liable for the performance of such obligation, extend the time for payment or performance, accept additional security, and alter, substitute or release any security.

17) Trustee or Beneficiary may enter upon and inspect the premises at any reasonable time.

18) No remedy hereby given to Beneficiary or Trustee is exclusive of any other remedy hereunder or under any present or future law. No delay on the part of Trustee or Beneficiary in enforcing their respective rights or remedies hereunder shall constitute a waiver thereof.

19) Trustor waives the right to assert at any time any statute of limitations as a bar to any action brought to enforce any obligation hereby secured.

20) This Deed of Trust is subject to and granted as security for a Promissory Note and is also a security agreement. All amounts owing under this Deed of Trust and/or the Promissory Note shall become immediately due and payable upon the sale, encumbrance or other transfer of any interest in the Real Property, whether voluntary or involuntary.

21) The invalidity or unenforceability of any provision herein shall not affect the validity and enforceability of any other provision. Where not inconsistent with the other provisions of this Deed of Trust, Covenant Nos. 1, 2 (full replacement value), 3, 4 (default rate), 5, 6, 7 (a reasonable percentage), 8 and 9 of N.R.S. 107.030 are hereby adopted and made a part of this Deed of Trust, including a hearing to determine fair market value pursuant to N.R.S. 40.457 and/or 40.459.

22) The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

23) Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

The undersigned Trustor(s) request that a copy of any notice of Trustee's sale hereunder be mailed to him/her/it at the address set forth on page 1 hereof.

TRUSTOR:

Precision Street Holdings, LLC, a Nevada limited liability company

By: *John D. Barnitt*
John D. Barnitt, Member/Manager

By: *Maureen G. Barnitt*
Maureen G. Barnitt, Member/Manager

STATE OF NEVADA)
COUNTY OF Carson City) ss.

on May 9th 2022, before me, Abigail Phillips, a Notary Public, personally appeared John D. Barnitt, Maureen G. Barnitt, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature *Abigail Phillips* (Seal)

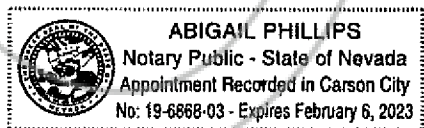


EXHIBIT "A" LEGAL DESCRIPTION

File No.: 1634451

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

That portion of the Northwest 1/4 of Section 4 and the Northeast 1/4 of Section 5, Township 13 North, Range 20 East, M.D.B.&M., in the County of Douglas, State of Nevada, being more particularly described as follows:

Being that parcel delineated as Portion of "Remainder Block K" Per (R2), as shown on that certain Record of Survey #13 for Carson Valley Business Park Phase 2, filed for record in the office of the Douglas County Recorder, State of Nevada, on September 23, 2019 as Document No. 2019-935526, Official Records being more particularly described as follows:

Beginning at the Southeasterly corner of Lot 55 as said lot is shown on said Document No. 2019-935526, said corner being on the Westerly right of way line of Silver State Parkway; thence Southerly along said right of way line South 00°03'08" East, 224.07 feet to the beginning of a curve concave to the Northwest and having a radius of 50.00 feet; thence Southerly and Westerly along said curve through a central angle of 90°00'00" an arc distance of 78.54 feet to a point on the Northerly right of way line of Precision Drive; thence Westerly along said right of way line South 89°56'52" West, 66.96 feet to the beginning of a curve concave to the Northeast and having a radius of 100.00 feet; thence Northwesterly along said curve through a central angle of 35°39'33" an arc distance of 62.24 feet to a point of reversing curvature, a radial line through said point bears South 35°36'25" West, said curve being concave to the Southeast and having a radius of 60.00 feet; thence Westerly along said curve through a central angle of 125°39'33" an arc distance of 131.59 feet; thence Westerly along the Southerly line of said parcel South 89°56'52" West, 130.02 feet to a point on the Westerly line of said parcel; thence Northerly along said Westerly line North 002002'30" West, 304.07 feet to the Northwesterly corner of said parcel, said corner also being the Southwesterly corner of said Lot 55; thence Easterly along the Northerly line of said parcel North 89°56'52" East, 400.20 feet to the Point of Beginning.

Said parcel is further shown as Lot 60 on Record of Survey #14 for Carson Valley Business Park Phase 2, filed for record in the office of the Douglas County Recorder, State of Nevada, on January 16, 2020 as Document No. 2020-940992, Official Records.

NOTE: The above metes and bounds description appeared previously in that certain Deed recorded in the office of the County Recorder of Douglas County, Nevada on January 31, 2020, as Document No. 2020-941610 of Official Records.