

## Property Detail

Subject Property : 1015 Bridge St Colusa CA 95932

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### Owner Information

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Owner Name : **Gregory Partners / Brunos Property Management**  
Mailing Address : **14635 Guadalupe Dr, Rancho Murieta CA 95683-9467**  
Vesting Codes : **/ Ea / Limited Partnership**

### Location Information

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Legal Description : <b>1.14 Ac Por Sec 29 T16n R1w</b>	APN : <b>002-120-010-000</b>
County : <b>Colusa, Ca</b>	Subdivision : <b>Bridge Street Retail Partners</b>
Census Tract / Block : <b>2.00 / 5</b>	School District : <b>Colusa</b>
Township-Range- Sect : <b>16N-01W-29</b>	Munic/Township : <b>Colusa City</b>
Legal Lot : <b>1,4,5</b>	

### Owner Transfer Information

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Recording/Sale Date : <b>09/18/2012 / 08/26/2012</b>	Deed Type : <b>Grant Deed</b>
Document # : <b>3363</b>	

### Last Market Sale Information

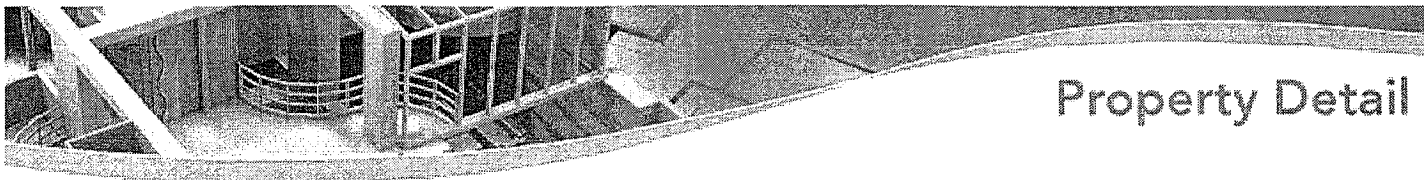
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Recording/Sale Date : <b>12/07/2006 / 12/04/2006</b>	Document # : <b>7061</b>
Sale Type : <b>Full</b>	Deed Type : <b>Grant Deed</b>
Seller Name : <b>Robert Swanston Corp</b>	

### Property Information

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Land Use : <b>Retail Trade</b>	Lot Acres : <b>1.14</b>	Lot Size : <b>49,658</b>
County Use : <b>Retail Outlet</b>		



## Property Detail

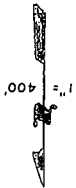
### Tax Information

Total Value : <b>\$1,000,000</b>	Property Tax : <b>\$10,856.64</b>	YUBA COMM <b>\$62.92/0.00629</b> COLL DIST BND 2006A Tax / Rate :
Land Value : <b>\$200,000</b>	Tax Rate Area : <b>01018</b>	COLUSA DISEASE <b>\$60.40/0.00</b> CONTROL Tax / Rate :
Improvement <b>\$800,000</b> Value :	COLUSA UNIFIED <b>\$373/.0373</b> B&I Tax / Rate :	SAC RIVER <b>\$39.90/0.00</b> WESTSIDE LEVEE Tax / Rate :
Total Taxable <b>\$1,000,000</b> Value :	COLUSA PARK <b>\$108/0.00</b> AND REC Tax / Rate :	COLUSA <b>\$20/0.00</b> MOSQUITO ABATE DISTR Tax / Rate :
Assessed Year : <b>2015</b>	YUBA COMM <b>\$94.24/0.00942</b> COLL DIST BND 2006B Tax / Rate :	COLUSA BASIN <b>\$6/0.00</b> DRAIN Tax / Rate :
Improve % : <b>80%</b>	YUBA COLLEG <b>\$92.18/0.00922</b> DIST 2006C BOND Tax / Rate :	TOTAL OF SPECIAL <b>\$856.64/0.00</b> ASSESSMENTS Tax / Rate :
Tax Year : <b>2015</b>		

# CITY OF COLUSA

Yeh Area Code  
1-05

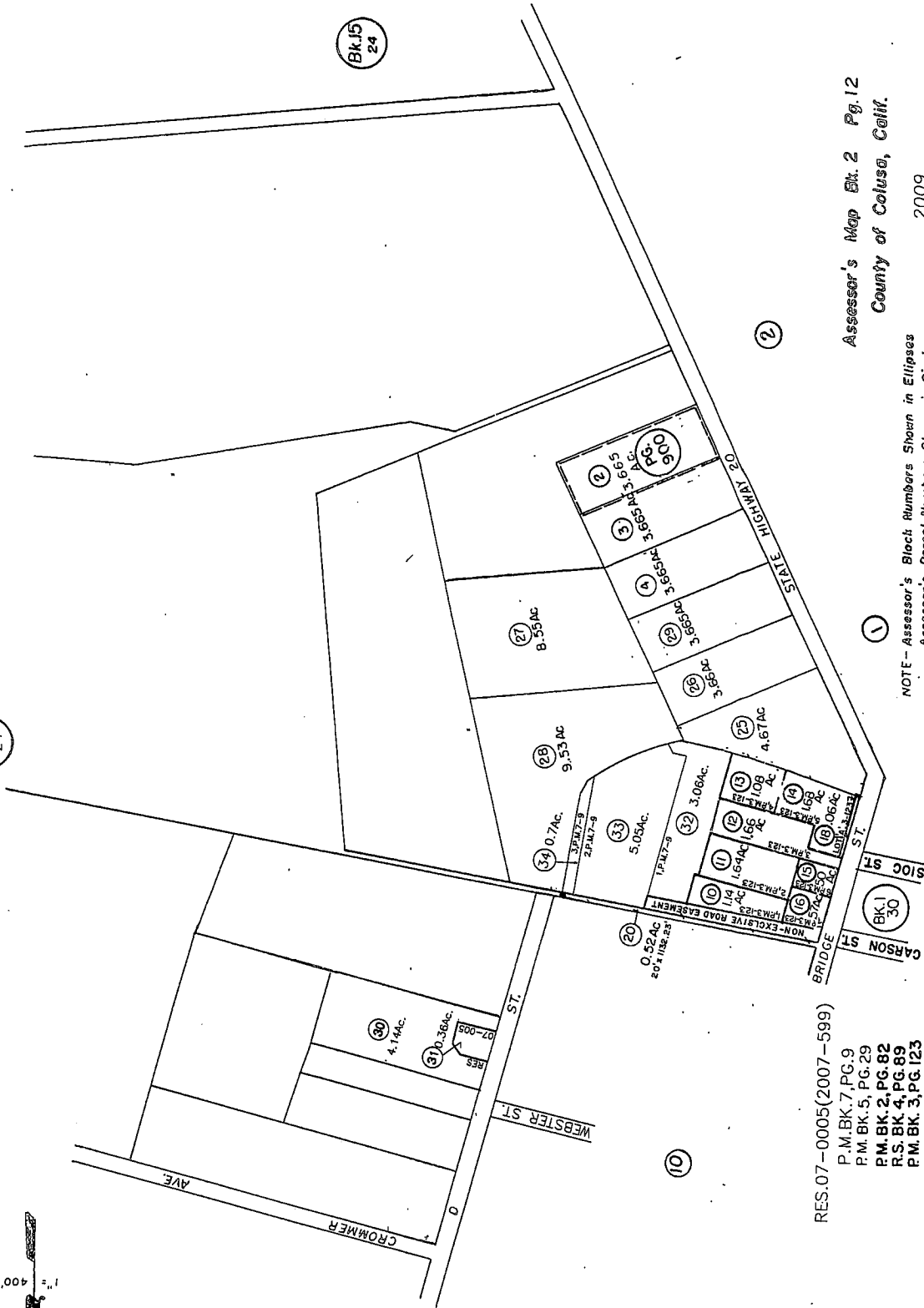
2-12



Bk.15  
24

Bk.15  
24

Bk.15  
24



RES.07-0005(2007-599)  
P.M.BK.7, PG.9  
P.M.BK.5, PG.29  
P.M.BK.2, PG.82  
R.S.BK.4, PG.89  
P.M.BK.3, PG.123

Assessor's Map Bk. 2 Pg.12  
County of Colusa, Calif.

2009

NOTE - Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Circles

**RECORDING REQUESTED BY**  
First American Title Company

**AND WHEN RECORDED MAIL TO:**

Gregory Partners  
1435 Guadalupe Drive  
Rancho. Murietta, CA 95683

  
**2006-0007061**  
Recorded REC FEE 13.00  
Official Records CONFORM 1.00  
County Of  
COLUSA  
KATHLEEN MORAN  
Recorder

02:16PM 07-Dec-2006  
Space Above This Line for Recorder's Use Only  
Page 1 of 3

A.P.N.: 002-120-010 and 002-120-013 and  
002-120-014

File No.: 3413-2558070 (DB)

**GRANT DEED**

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$  
SURVEY MONUMENT FEE \$-0-

SEPARATE TRANSFER TAX  
STATEMENT FILED

- [ ☒ ] computed on the consideration or full value of property conveyed, OR  
[ ☐ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,  
[ ☐ ] unincorporated area; [ ☒ ] City of Colusa, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **The Robert Swanston Corporation, a California Corporation**

hereby GRANTS to **Gregory Partners, L. P., a California Limited Partnership, as to an undivided 20% interest; Jon R. Snyder and Susan Hart Snyder, Trustees of the Snyder Family Living Trust, dated 3/14/91, as to an undivided 10.714% interest; David C. Lee, an unmarried man, as to an undivided 1.430% interest; Bruno's Property Management, LLC., a California Limited Liability Company as to an undivided 28.571% interest; Benzon LLC, a California Limited Liability Company, as to an undivided 28.571% interest; and John C. McNamee (also known as John McNamee) and Susan Diane McNamee (also known as Susan McNamee), husband and wife, as joint tenants, as to an undivided 10.714% interest**

the following described property in the City of **Colusa**, County of **Colusa**, State of **California**:

**See attached Exhibit "A" for complete legal description**

Dated: 12/04/2006

**The Robert Swanston Corporation, a  
California Corporation**

  
By: James L. Walsh, President

  
By: Eldon R. Hugie, Secretary

Mail Tax Statements To: **SAME AS ABOVE**

A.P.N.: **002-120-010 and 002-120-013 and 002-120-014**

Grant Deed - continued

File No.: **3413-2558070**  
(DB)  
Date: **12/04/2006**STATE OF California )SS  
COUNTY OF Kern )

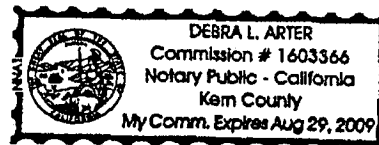
On December 5, 2006, before me, Debra Arter, Notary Public, personally appeared **Eldon R. Hugle**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed 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.

WITNESS my hand and official seal.

Signature

Debra L. ArterMy Commission Expires: 8/29/2009

This area for official notarial seal

Notary Name: Debra L. ArterNotary Phone: (661) 346-0100Notary Registration Number: 1603366County of Principal Place of Business: KernSTATE OF California )SS  
COUNTY OF Sacramento )

On December 6, 2006, before me, Amalia D. Ramirez, Notary Public, personally appeared **James L. Walsh**, personally known to me (or 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.

WITNESS my hand and official seal.

Signature

Amalia D. RamirezMy Commission Expires: 12-1-09

This area for official notarial seal

Notary Name: Amalia D. RamirezNotary Phone: (916) 363-4821Notary Registration Number: 1625908County of Principal Place of Business: Sacramento

**Description:**

The land referred to herein is situated in the State of California, County of Colusa, described as follows:

**Parcel Nos. 1, 4 and 5 as shown on that certain Parcel Map for Bridge Street Retail Partners, filed October 22, 1987, in the office of the County Recorder of Colusa County, in Book 3 of Parcel Maps, page 123, Official Records**

**EXCEPTING THEREFROM all oil, gas and minerals below a depth of 500 feet, etc., as reserved in Deed from Gwendolyn Sellman McKinnon, et al, to Michael J. Turpin, et al, recorded July 1, 1986, Book 575 Official Records, page 373.**

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

Diligenz, Inc.  
6500 Harbour Heights Pkwy, Suite 400  
Mukilteo, WA 98275

WHEN RECORDED MAIL TO:

Diligenz, Inc.  
6500 Harbour Heights Pkwy, Suite 400  
Mukilteo, WA 98275

**2006-0007387**

Recorded	REC FEE	20.00
Official Records	CONFORM	1.00
County Of		
COLUSA		
KATHLEEN MORAN		
Recorder		

11:45AM 26-Dec-2006 Celia  
Page 1 of 7**THIS SPACE FOR RECORDER'S USE ONLY**

## **FINANCING STATEMENT**

TITLE OF DOCUMENT

**THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION**

(Govt. Code 27361.6)  
(Additional recording fee applies)

275-214  
[Rev. 8/94]

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Diligenz, Inc. 1-800-858-5294	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  23244384 Prepared by:  Diligenz, Inc. 6500 Harbour Heights Pkwy, Suite 400 Mukilteo, WA 98275  Filed In: California Colusa	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names**

1a. ORGANIZATION'S NAME Snyder Family Living Trust				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 14635 Guadalupe Drive		CITY Rancho Murieta	STATE CA	POSTAL CODE 95683
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Trust	1f. JURISDICTION OF ORGANIZATION CA	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names**

2a. ORGANIZATION'S NAME Gregory Partners, L.P.				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 6847 Terren Drive		CITY Rancho Murieta	STATE CA	POSTAL CODE 95683
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION Limited Partnership	2f. JURISDICTION OF ORGANIZATION CA	2g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)**

3a. ORGANIZATION'S NAME Exchange Bank				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS P.O.Box 760		CITY Santa Rosa	STATE CA	POSTAL CODE 95402
			COUNTRY USA	

**4. This FINANCING STATEMENT covers the following collateral:**

All machinery, furniture, fixtures and other equipment of every type now owned or hereafter acquired by Borrower, including, but not limited to, all of Borrowers drop acoustical ceilings, heating and air conditioning units, window coverings, wall coverings, and floor coverings, now or hereafter located at the property commonly known as 1015-1031 Bridge Street, Colusa, CA. The above goods are, or may become, fixtures on that certain real property located in the County of Colusa, State of California, as described as follows:

Parcel Nos. 1, 3 and 4 as shown on that certain Parcel Map for Bridge Street Retail Partners, filed October 22, 1987, in the office of the County Recorder of Colusa County, in Book 3 of Parcel Maps, page 123, Official Records.

EXCEPTING THEREFROM all oil, gas and minerals below a depth of 500 feet, etc., as reserved in Deed from Gwendolyn Seliman McKinnon, et al, to Michael J. Turpin, et al, recorded July 1, 1986, Book 575 Official Records, page 373.

APN: 002-120-010, 002-120-013 and 002-120-014

All records covering any of the Collateral. All proceeds of replacements and accessions to, and rights under contracts of insurance or documents now or hereafter covering any of the above property or Collateral.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 <input type="checkbox"/>			
8. OPTIONAL FILER REFERENCE DATA 414						

23244384

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)



**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT**

9a. ORGANIZATION'S NAME Snyder Family Living Trust		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

**10. MISCELLANEOUS:**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (11a or 11b) - do not abbreviate or combine names**

11a. ORGANIZATION'S NAME RP Two-FFF, LLC					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS 4515 Monte Mar Drive		CITY El Dorado Hills	STATE CA	POSTAL CODE 95762	COUNTRY USA
11d. TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION LLC	11f. JURISDICTION OF ORGANIZATION DE	11g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE	

**12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only org name (12a or 12b)**

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years☐ Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

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		MIDDLE NAME, SUFFIX

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**11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only g/g name (11a or 11b) - do not abbreviate or combine names**

11a. ORGANIZATION'S NAME Bruno's Property Management, LLC				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS 206 No. Main		CITY Lakeport	STATE CA	POSTAL CODE 95453
11d. TAX ID #: SSN OR EIN		11e. TYPE OF ORGANIZATION LLC	11f. JURISDICTION OF ORGANIZATION CA	
ADD'L INFO RE ORGANIZATION DEBTOR		11g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE		

**12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only g/g name (12a or 12b)**

12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

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☐ Debtor is a TRANSMITTING UTILITY☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years☐ Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

**UCC FINANCING STATEMENT ADDENDUM**

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OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

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**11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names**

11a. ORGANIZATION'S NAME			
OR			
11b. INDIVIDUAL'S LAST NAME McNamee	FIRST NAME John	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS 6524 Rio Oso		CITY Rancho Murieta	STATE CA
		POSTAL CODE 95683	COUNTRY USA
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION Individual	11f. JURISDICTION OF ORGANIZATION CA
			11g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE

**12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME			
OR			
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

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FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

**UCC FINANCING STATEMENT ADDENDUM**

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9a. ORGANIZATION'S NAME Snyder Family Living Trust		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME MIDDLE NAME, SUFFIX

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11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME McNamee	FIRST NAME Susan	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS 6524 Rio Oso		CITY Rancho Murieta	STATE CA	POSTAL CODE 95683
11d. TAX ID #: SSN OR EIN		11e. TYPE OF ORGANIZATION Individual	11f. JURISDICTION OF ORGANIZATION CA	
ADD'L INFO RE ORGANIZATION DEBTOR		11g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE		

**12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - Insert only gpg name (12a or 12b)**

12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

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FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

**UCC FINANCING STATEMENT ADDENDUM**

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OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

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11a. ORGANIZATION'S NAME			
OR			
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
Lee	David	C.	
11c. MAILING ADDRESS 4515 Monte Mar Drive		CITY El Dorado Hills	STATE CA
		POSTAL CODE 95762	COUNTRY USA
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION Individual	11f. JURISDICTION OF ORGANIZATION CA
			11g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE

**12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME			
OR			
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut of ☐ as-extracted  
collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate  
(If Debtor does not have a record interest):

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18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years☐ Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)



2007-0001161

**RECORDING REQUESTED BY**  
First American Title Insurance Company  
National Commercial Services

Recorded	REC FEE	16.00
Official Records	CONFORM	1.00
County Of		
COLUSA		
KATHLEEN MORAN		
Recorder		

**AND WHEN RECORDED MAIL TO:**  
RP TWO-FFF, LLC  
2327 Hartford Court  
El Dorado Hills, CA 95762

03:50PM 20-Feb-2007 Celia  
Page 1 of 4

Space Above This Line for Recorder's Use Only

A.P.N.: 002-120-010; 002-120-013; 002-120-014

SEPARATE TRANSFER TAX File No.: NCS-277794-SAC1 (JH)  
STATEMENT FILED

### GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$ **TRANSFER IS NOT MADE OF PUBLIC RECORD**  
SURVEY MONUMENT FEE \$

[ ] computed on the consideration or full value of property conveyed, OR  
[ **XX** ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,  
[ ] unincorporated area; [ **X** ] City of **Colusa**, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Benzon LLC, a California Limited Liability Company**

hereby GRANTS to **RP TWO-FFF, LLC, a Delaware Limited Liability Company**

The following described property in the City of **Colusa**, County of **Colusa**, State of **California**:

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE**

Dated: 02/08/2007

**Benzon LLC, a California limited liability company**

By: **Old Republic Exchange Facilitator Company,**  
a California corporation, its sole member

By:   
**Maria E. Mignone, its Vice President**

*Ruth Benbe*

Mail Tax Statements To: **SAME AS ABOVE**

A.P.N.: 002-120-010; 002-120-013;  
002-120-014

Grant Deed - continued

File No.: **NCS-277794-SAC1**  
(jh)

Date: 02/08/2007

See Attached

STATE OF California  
COUNTY OF Alameda

)SS

On February 9, 2007 before me, Christina Herndon, Notary Public, personally appeared Marna E. Mignone, personally known to me (or 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.

WITNESS my hand and official seal.

Signature

My Commission Expires: \_\_\_\_\_

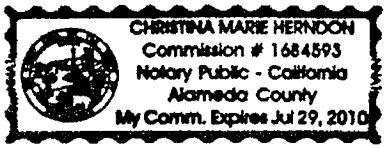
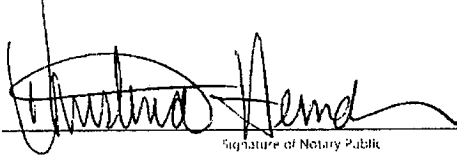
This area for official notarial seal

Notary Name: \_\_\_\_\_

Notary Phone: \_\_\_\_\_

Notary Registration Number: \_\_\_\_\_

County of Principal Place of Business: \_\_\_\_\_

State of California	}	ss.	<b>CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT</b>
County of <u>Alameda</u>			
On <u>2/9/07</u>	Date	before me, <u>Christina Herndon</u>	Printed Name of Notary Public
personally appeared <u>Ruth Berube</u>			Printed Name(s) of Signer(s)
<input checked="" type="checkbox"/> personally known to me - or - <input type="checkbox"/> proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification _____ <input type="checkbox"/> credible witness(es) _____			
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.			
		WITNESS my hand and official seal.  Signature of Notary Public	
(Seal)			
<b>OPTIONAL INFORMATION</b>			
Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.			
<b>Description of Attached Document</b> The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____ containing _____ pages, and dated _____ The signer(s) capacity or authority is/are as: <input type="checkbox"/> Individual(s) <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Corporate Officer(s) _____ Title(s) _____ <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Partner - Limited/General <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other: _____ representing: _____ Name(s) of Person(s) or Entity(ies) Signer is Representing			
		<b>Additional Information</b> <input type="checkbox"/> Additional Signer(s) <input type="checkbox"/> Signer(s) Thumbprint(s) <input type="checkbox"/> Other	

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Exhibit "A"

Parcel Nos. 1, 4 and 5 as shown on that certain Parcel Map for Bridge Street Retail Partners, filed October 22, 1987, in the office of the County Recorder of Colusa County, in Book 3 of Parcel Maps, page 123, Official Records

EXCEPTING THEREFROM all oil, gas and minerals below a depth of 500 feet, etc., as reserved in Deed from Gwendolyn Sellman McKinnon, et al, to Michael J. Turpin, et al, recorded July 1, 1986, Book 575 Official Records, page 373.



2012-0003362

Recorded	REC FEE	14.00
Official Records		
County of		
Colusa		
KATHLEEN MORAN		
Clerk-Recorder		

12:18PM 18-Sep-2012 R6 Page 1 of 3

RECORDING REQUESTED BY

PLACER TITLE COMPANY

Escrow Number: 404-9573-JEN

AND WHEN RECORDED MAIL TO

HART SNYDER HOLDINGS, LLC  
14635 Guadalupe Drive  
Rancho Murieta, CA 95683

A.P.N.: 002-120-010, 002-120-013 AND 002-120-014

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$0.00 City Transfer Tax: \$0.00 R&amp;T Code 11925 - Grantors and Grantees are comprised of the same parties and their proportional interest shall remain the same immediately following transfer.

( ) Unincorporated Area (X) City of COLUSA

( ) computed on full value of property conveyed, or

( ) computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, JON R. SNYDER AND SUSAN HART SNYDER, TRUSTEES OF THE SNYDER FAMILY LIVING TRUST, DATED 3/14/91, AS TO AN UNDIVIDED 10.714% INTEREST

Hereby GRANT(S) to HART SNYDER HOLDINGS LLC, A NEVADA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 10.714% INTEREST

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION

Dated: August 26, 2012

THE SNYDER FAMILY LIVING TRUST  
DATED 3/14/91

BY:

JON R. SNYDER, TRUSTEE

BY:

SUSAN HART SNYDER, TRUSTEE

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City &amp; State

O:\acceded.doc (6/2006)

Connecticut  
STATE OF CALIFORNIA  
COUNTY OF MIDDLESEX

On August 28, 2012 before me, Donna M. Tafel, Notary Public, personally  
appeared Jon R. Snyder and Susan Hart Snyder

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 California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

WITNESS my hand and official seal.

Signature: Donna M. Tafel  
Commission Expiration Date: DONNA M. TAFEL

ID # 157840

NOTARY PUBLIC OF CONNECTICUT  
My Commission Expires 12/31/2015

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS  
DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City & State

O:\acceded.doc (5/2006)

Escrow Number: 404-9573-JEN

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Parcels Nos. 1, 4 & 5, as shown on that certain Parcel Map for Bridge Street Retail Partners, filed October 22, 1987, in the Office of the County Recorder of Colusa County, in Book 3 of Parcel Maps, Page 123, Official Records.

EXCEPTING THEREFROM all oil, gas and minerals below a depth of 500 feet, etc., as reserved in Deed from Gwendolyn Sellman McKinnon, et al, to Michael J. Turpin, et al, recorded July 1, 1986, Book 575 Official Records, Page 373.

APN: 002-120-010, 002-120-013 and 002-120-014

O:\acodeed.doc (06/2006)



2012-0003363

RECORDING REQUESTED BY

PLACER TITLE COMPANY

Escrow Number: 404-9573-JEN

AND WHEN RECORDED MAIL TO  
CLAYTON K. LEE AND LORRIE LEE, TRUSTEES OF  
THE CLAYTON K. LEE FAMILY LIVING TRUST  
4515 Monte Mar Drive  
El Dorado Hills, CA 95762

Recorded  
Official Records  
County of  
Colusa  
KATHLEEN MORAN  
Clerk-Recorder  
REC FEE 14.00  
RG  
12:18PM 18-Sep-2012 Page 1 of 3

A.P.N.: 002-120-010, 002-120-013 AND 002-120-014

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$0.00 City Transfer Tax: \$0.00 R&amp;T Code 11925 – Grantors and Grantees are comprised of the same parties and their proportional interests remain the same immediately following transfer.

- ( ) Unincorporated Area (X) City of COLUSA  
( ) computed on full value of property conveyed, or  
( ) computed on full value less value of liens and encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RP TWO-FFF, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 28.571% INTEREST

Hereby GRANT(S) to CLAYTON K. LEE AND LORRIE LEE, TRUSTEES OF THE CLAYTON K. LEE FAMILY LIVING TRUST, AS TO AN UNDIVIDED 28.571% INTEREST

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION

Dated: August 26, 2012

RP TWO-FFF, LLC, A DELAWARE LIMITED  
LIABILITY COMPANYBy: 

CLAYTON K. LEE, DIRECTOR

By: 

LORRIE LEE, DIRECTOR

By: 

ROBERT H. STEELE, DIRECTOR

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS  
DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City &amp; State

O:\acceded.doc (6/2006)

STATE OF CALIFORNIA  
COUNTY OF Sacramento

On August 29, 2012 before me, K. Hayes, Notary Public, personally  
appeared Clayton K. Lee and Lorrie Lee

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 California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

WITNESS my hand and official seal.

Signature: [Signature]  
Commission Expiration Date: 10/19/2014



MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SHOWN, MAIL AS  
DIRECTED ABOVE

SAME AS ABOVE

Name

Street Address

City & State

O:\acceded.doc (6/2006)

Escrow Number: 404-9573-JEN

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Parcels Nos. 1, 4 & 5, as shown on that certain Parcel Map for Bridge Street Retail Partners, filed October 22, 1987, in the Office of the County Recorder of Colusa County, in Book 3 of Parcel Maps, Page 123, Official Records.

EXCEPTING THEREFROM all oil, gas and minerals below a depth of 500 feet, etc., as reserved in Deed from Gwendolyn Sellman McKinnon, et al, to Michael J. Turpin, et al, recorded July 1, 1986, Book 575 Official Records, Page 373.

APN: 002-120-010, 002-120-013 and 002-120-014

O:\acddeed.doc (06/2006)



2012-0003364

Placer Title Company  
Order No. 404-9573

## RECORDATION REQUESTED BY:

Exchange Bank  
Real Estate Lending - Roseville  
PO Box 760  
Santa Rosa, CA 95402

## WHEN RECORDED MAIL TO:

Exchange Bank  
Real Estate Lending - Roseville  
PO Box 760  
Santa Rosa, CA 95402

Recorded	REC FEE	98.00
Official Records		
County of		
Colusa		
KATHLEEN MORAN		
Clerk-Recorder		
	R6	
12:18PM 18-Sep-2012	Page 1 of 31	

FOR RECORDER'S USE ONLY



## DEED OF TRUST

THIS DEED OF TRUST is dated July 9, 2012, among HART SNYDER HOLDINGS LLC, whose address is 14635 GUADALUPE DRIVE, RANCHO MURIETA, CA 95683; GREGORY PARTNERS, L.P., a California limited partnership, whose address is 6847 TERRENO DRIVE, RANCHO MURIETA, CA 95683; CLAYTON K. LEE and LORRIE LEE, Trustees of the CLAYTON K. LEE FAMILY LIVING TRUST, whose address is 9719 LINCOLN VILLAGE DR STE 505, SACRAMENTO, CA 95827; BRUNO'S PROPERTY MANAGEMENT LLC, a California limited liability company, whose address is 355 LAKEPORT BOULEVARD, LAKEPORT, CA 95453; JOHN C. MCNAMEE (also known as John McNamee) AND SUSAN DIANE MCNAMEE (also known as Susan McNamee), HUSBAND AND WIFE, whose address is 6524 RIO OSO, RANCHO MURIETA, CA 95683; DAVID C. LEE, whose address is 9719 LINCOLN VILLAGE DR STE 505, SACRAMENTO, CA 95827 ("Trustor"); Exchange Bank, whose address is Real Estate Lending - Roseville, PO Box 760, Santa Rosa, CA 95402 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and PLACER TITLE COMPANY, whose address is 301 UNIVERSITY AVENUE, SUITE 120, SACRAMENTO, CA 95825 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in COLUSA County, State of California:

ALL THAT CERTAIN REAL PROPERTY AS DESCRIBED IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

The Real Property or its address is commonly known as 1015, 1023, 1025, 1027, 1029 and 1031 Bridge Street, COLUSA, CA 95932. The Assessor's Parcel Number for the Real Property is 002-120-010, 002-120-013, 002-120-014.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and



## DEED OF TRUST (Continued)

Page 2

maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Trustor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Trustor. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**DEED OF TRUST  
(Continued)**

Page 3

**Evidence of Payment.** Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

**Trustor's Report on Insurance.** Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**DEED OF TRUST  
(Continued)**

Page 4

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the Indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**DEED OF TRUST  
(Continued)**

Page 5

**Payment Default.** Trustor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of Trustor's existence as a going business or the death of any partner, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Foreclosure by Sale.** Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire Indebtedness secured by this Deed of Trust immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property 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 in accordance with applicable law. Trustee shall deliver to such purchaser its deed 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 Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with 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 amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

**Judicial Foreclosure.** With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full

## DEED OF TRUST (Continued)

Page 6

extent provided by California law.

**Collect Rents.** Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of COLUSA County, State of California. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**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.

**DEED OF TRUST  
(Continued)**

Page 7

**NOTICES.** Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

**STATEMENT OF OBLIGATION FEE.** Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

**FINANCIAL INFORMATION RIDER.** An exhibit, titled "FINANCIAL INFORMATION RIDER," is attached to this Deed of Trust and by this reference is made a part of this Deed of Trust just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Deed of Trust.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Arbitration.** Trustor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the financial services rules of J.A.M.S. or its successor in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Trustor and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Deed of Trust shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of California.

**Choice of Venue.** If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Sonoma County, State of California.

**Joint and Several Liability.** All obligations of Trustor under this Deed of Trust shall be joint and several, and all references to Trustor shall mean each and every Trustor. This means that each Trustor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

## DEED OF TRUST (Continued)

Page 8

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means Exchange Bank, and its successors and assigns.

**Borrower.** The word "Borrower" means HART SNYDER HOLDINGS LLC, a Nevada limited liability company; GREGORY PARTNERS, L.P., a California limited partnership; CLAYTON K. LEE FAMILY LIVING TRUST; BRUNO'S PROPERTY MANAGEMENT LLC, a California limited liability company; JOHN MCNAMEE; SUSAN MCNAMEE; and DAVID C. LEE and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means Exchange Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated July 9, 2012, in the original principal amount of **\$3,600,000.00** from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents,

**DEED OF TRUST  
(Continued)**

Page 9

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whether now or hereafter existing, executed in connection with the indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the indebtedness.

**Rents.** The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

**Trustee.** The word "Trustee" means PLACER TITLE COMPANY, whose address is 301 UNIVERSITY AVENUE, SUITE 120, SACRAMENTO, CA 95825 and any substitute or successor trustees.

**Trustor.** The word "Trustor" means HART SNYDER HOLDINGS LLC, a Nevada limited liability company; GREGORY PARTNERS, L.P., a California limited partnership; CLAYTON K. LEE FAMILY LIVING TRUST; BRUNO'S PROPERTY MANAGEMENT LLC, a California limited liability company; JOHN MCNAMEE; SUSAN MCNAMEE; and DAVID C. LEE.

This instrument may be executed in counterpart and together all counterparts shall constitute and form one instrument.



**DEED OF TRUST  
(Continued)**

Page 10

EACH TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

HART SNYDER HOLDINGS LLC, A NEVADA LIMITED LIABILITY COMPANY

By: JON B. SNYDER, Operating Manager of HART SNYDER HOLDINGS LLC, a  
Nevada limited liability company

GREGORY PARTNERS, L.P., A CALIFORNIA LIMITED PARTNERSHIP

HART FAMILY TRUST, General Partner of GREGORY PARTNERS, L.P., a California limited  
partnershipBy: 

TED T. HART, Trustee of HART FAMILY TRUST

By: 

DIXIE Z. HART, Trustee of HART FAMILY TRUST

CLAYTON K. LEE FAMILY LIVING TRUST

By: \_\_\_\_\_

CLAYTON K. LEE, Trustee of CLAYTON K. LEE FAMILY LIVING TRUST

By: \_\_\_\_\_

LORRIE LEE, Trustee of CLAYTON K. LEE FAMILY LIVING TRUST

BRUNO'S PROPERTY MANAGEMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

By: \_\_\_\_\_

WILLIAM BRUNETTI, Member of BRUNO'S PROPERTY MANAGEMENT LLC, a  
California limited liability company

By: \_\_\_\_\_

DONALD DEUCHAR, Member of BRUNO'S PROPERTY MANAGEMENT LLC, a  
California limited liability company

X \_\_\_\_\_

JOHN MCNAMEE, Individually

X \_\_\_\_\_

SUSAN MCNAMEE, Individually

X \_\_\_\_\_

DAVID C. LEE, Individually

DEED OF TRUST  
(Continued)

Page 10

EACH TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

HART SNYDER HOLDINGS LLC, A NEVADA LIMITED LIABILITY COMPANY

By: JON R. SNYDER, Operating Manager of HART SNYDER HOLDINGS LLC, a Nevada limited liability company

GREGORY PARTNERS, L.P., A CALIFORNIA LIMITED PARTNERSHIP

HART FAMILY TRUST, General Partner of GREGORY PARTNERS, L.P., a California limited partnership

By: TED T. HART, Trustee of HART FAMILY TRUST

By: DIXIE Z. HART, Trustee of HART FAMILY TRUST

CLAYTON K. LEE FAMILY LIVING TRUST

By: CLAYTON K. LEE, Trustee of CLAYTON K. LEE FAMILY LIVING TRUST

By: LORRIE LEE, Trustee of CLAYTON K. LEE FAMILY LIVING TRUST

BRUNO'S PROPERTY MANAGEMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

By: WILLIAM BRUNETTI, Member of BRUNO'S PROPERTY MANAGEMENT LLC, a California limited liability company

By: DONALD DEUCHAR, Member of BRUNO'S PROPERTY MANAGEMENT LLC, a California limited liability company

X JOHN MCNAMEE, Individually

X SUSAN MCNAMEE, Individually

X DAVID C. LEE, Individually

**DEED OF TRUST  
(Continued)**

Page 10

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By: DONALD DEUCHAR, Member of BRUNO'S PROPERTY MANAGEMENT LLC, a California limited liability company

X JOHN MCNAMEE, Individually

X SUSAN MCNAMEE, Individually

X DAVID C. LEE, Individually

**DEED OF TRUST  
(Continued)**

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By: DIXIE Z. HART, Trustee of HART FAMILY TRUST

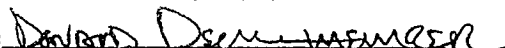
CLAYTON K. LEE FAMILY LIVING TRUST

By: CLAYTON K. LEE, Trustee of CLAYTON K. LEE FAMILY LIVING TRUST

By: LORRIE LEE, Trustee of CLAYTON K. LEE FAMILY LIVING TRUST

BRUNO'S PROPERTY MANAGEMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

By: WILLIAM BRUNETTI, Member of BRUNO'S PROPERTY MANAGEMENT LLC, a  
California limited liability company

By:   
DONALD DEUCHAR, Member of BRUNO'S PROPERTY MANAGEMENT LLC, a  
California limited liability company

X JOHN MCNAMEE, Individually

X SUSAN MCNAMEE, Individually

X DAVID C. LEE, Individually

**DEED OF TRUST  
(Continued)**

Page 10

EACH TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

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California limited liability company

By: DONALD DEUCHAR, Member of BRUNO'S PROPERTY MANAGEMENT LLC, a  
California limited liability company

X JOHN MCNAMEE, Individually

X SUSAN MCNAMEE, Individually

X DAVID C. LEE, Individually

DEED OF TRUST  
(Continued)

Page 11

## CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Connecticut

)

) SS

COUNTY OF Middlesex

)

On August 28, 2012 before me, Donna M. Tafel, NOTARY PUBLIC  
(here insert name and title of the officer)

personally appeared JON R. SNYDER, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Donna M. Tafel

DONNA M. TAFEL

ID # 157640

NOTARY PUBLIC OF CONNECTICUT

My Commission Expires 12/31/2015

(Seal)

## CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Connecticut

)

) SS

COUNTY OF Middlesex

)

On August 28, 2012 before me, Donna M. Tafel, NOTARY PUBLIC  
(here insert name and title of the officer)

personally appeared TED T. HART, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Donna M. Tafel

DONNA M. TAFEL

ID # 157640

NOTARY PUBLIC OF CONNECTICUT

My Commission Expires 12/31/2015

(Seal)

DONNA M. TAFEL

ID # 157640

NOTARY PUBLIC OF CONNECTICUT

My Commission Expires 12/31/2015

DEED OF TRUST  
(Continued)

Page 12

## CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Connecticut

)

) SS

COUNTY OF Middlesex

)

On August 28, 2012 before me, Donna M. Tafel, NOTARY PUBLIC  
(here insert name and title of the officer)

personally appeared DIXIE Z. HART, 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 California that the foregoing paragraph is true and correct.

DONNA M. TAFEL

ID # 157840

NOTARY PUBLIC OF CONNECTICUT

My Commission Expires 12/31/2015

WITNESS my hand and official seal.

Signature

Donna M. Tafel

(Seal)

## CERTIFICATE OF ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

)

) SS

COUNTY OF \_\_\_\_\_

)

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_  
(here insert name and title of the officer)

personally appeared CLAYTON K. LEE, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**DEED OF TRUST  
(Continued)**

Page 12

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_  
(here insert name and title of the officer)

personally appeared **DIXIE Z. HART**, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF California )  
 ) SS  
COUNTY OF Sacramento )

On August 29, 2012 before me, K. Hayes, Notary Public  
(here insert name and title of the officer)

personally appeared **CLAYTON K. LEE**, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature K. Hayes (Seal)





DEED OF TRUST  
(Continued)

Page 13

## CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California )  
 ) SS  
COUNTY OF Sacramento )

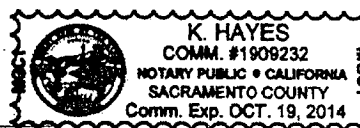
On August 29, 2012 before me, K. Hayes, Notary Public  
(here insert name and title of the officer)

personally appeared LORRIE LEE, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(Seal)

## CERTIFICATE OF ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_  
(here Insert name and title of the officer)

personally appeared WILLIAM BRUNETTI, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

DEED OF TRUST  
(Continued)

Page 13

## CERTIFICATE OF ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_  
 (here insert name and title of the officer)

personally appeared LORRIE LEE, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## CERTIFICATE OF ACKNOWLEDGMENT

STATE OF California )  
 ) SS  
 COUNTY OF Lake )

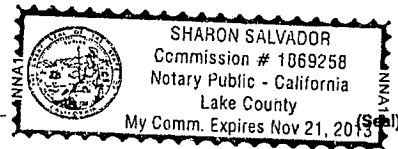
On August 28, 2012 before me, Sharon Salvador, Notary public  
 (here insert name and title of the officer)

personally appeared WILLIAM BRUNETTI, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sharon Salvador



Commission Expires November 21, 2013

DEED OF TRUST  
(Continued)

Page 14

## CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Alaska )  
 Borough ) SS  
 COUNTY OF Ketchikan Gateway )  
 Michal Beth Elerding, Notary Public

On August 29, 2012 before me, Donald Deuchar  
 (here insert name and title of the officer)

personally appeared DONALD DEUCHAR, 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 California that the foregoing paragraph is true and correct.

Michal Beth Elerding  
 Notary Public  
 State of Alaska

WITNESS my hand and official seal.

Comm. Expires 2/28/2015

Signature Michal Beth Elerding (Seal)

## CERTIFICATE OF ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
 COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_  
 (here insert name and title of the officer)

personally appeared JOHN MCNAMEE, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**DEED OF TRUST  
(Continued)**

Page 14

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_  
(here insert name and title of the officer)

personally appeared **DONALD DEUCHAR**, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF California )  
 ) SS  
COUNTY OF Sacramento )

On August 28, 2012 before me, K. Hayes, Notary Public  
(here insert name and title of the officer)

personally appeared **JOHN MCNAMEE**, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature   (Seal)

**DEED OF TRUST  
(Continued)**

Page 15

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF California

)

COUNTY OF Sacramento

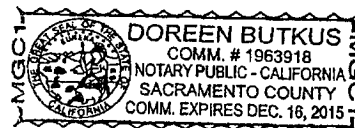
) SS

On 8-28, 20 12 before me, Doreen Butkus, Notary Public  
(here insert name and title of the officer)

personally appeared SUSAN MCNAMEE, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

)

) SS

COUNTY OF \_\_\_\_\_

)

On \_\_\_\_\_, 20 \_\_\_\_\_ before me, \_\_\_\_\_  
(here insert name and title of the officer)

personally appeared DAVID C. LEE, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**DEED OF TRUST  
(Continued)**

Page 15

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_  
(here insert name and title of the officer)

personally appeared **SUSAN MCNAMEE**, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF California )  
 ) SS  
COUNTY OF Sacramento )

On August 29, 2012 before me, K. Hayes, Notary Public  
(here insert name and title of the officer)

personally appeared **DAVID C. LEE**, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(Seal)

**DEED OF TRUST  
(Continued)**

Page 16

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**(DO NOT RECORD)**  
**REQUEST FOR FULL RECONVEYANCE**  
(To be used only when obligations have been paid in full)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: \_\_\_\_\_

Beneficiary: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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LASER PRO Lending, Ver. 12.2.0.003 Copr. Harland Financial Solutions, Inc. 1997, 2012. All Rights Reserved. - CA  
L:\CFILPL\G01.FC TR-22573 PR-60

## FINANCIAL INFORMATION RIDER

This FINANCIAL INFORMATION RIDER is attached to and by this reference is made a part of the Deed of Trust, dated July 9, 2012, and executed in connection with a loan or other financial accommodations between EXCHANGE BANK and HART SNYDER HOLDINGS LLC, a Nevada limited liability company; GREGORY PARTNERS, L.P., a California limited partnership; CLAYTON K. LEE FAMILY LIVING TRUST; BRUNO'S PROPERTY MANAGEMENT LLC, a California limited liability company; JOHN MCNAMEE; SUSAN MCNAMEE; and DAVID C. LEE.

THIS FINANCIAL INFORMATION RIDER IS MADE THIS 9TH DAY OF JULY, 2012, AND IS INCORPORATED INTO AND SHALL BE DEEMED TO AMEND AND SUPPLEMENT THE DEED OF TRUST OF THE SAME DATE, GIVEN BY THE UNDERSIGNED (HEREINAFTER REFERRED TO AS "BORROWER"), TO SECURE BORROWER'S NOTE OF EVEN DATE TO EXCHANGE BANK, A CALIFORNIA BANKING CORPORATION (HEREINAFTER REFERRED TO AS "BANK"), IN THE AMOUNT OF \$3,600,000.00.

UPON THE REQUEST OF BANK, BORROWER SHALL PROMPTLY SUBMIT TO BANK CERTAIN FINANCIAL INFORMATION ON AN ANNUAL BASIS, ALL OF WHICH SHALL BE IN FORM ACCEPTABLE TO BANK IN ITS SOLE DISCRETION. SAID FINANCIAL INFORMATION SHALL INCLUDE A BALANCE SHEET AND COMPLETE COPIES OF FEDERAL INCOME TAX RETURNS FOR THE BORROWER. BANK MAY, AT ITS OPTION, UPON REASONABLE NOTICE TO BORROWER, REQUEST AND/OR INSPECT ANY OF BORROWER'S RECORDS, BOOKS OF ACCOUNT, OR OTHER DATA RELATING TO SUCH INFORMATION PROVIDED TO BANK.



**FINANCIAL INFORMATION RIDER  
(Continued)**

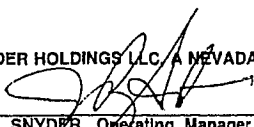
Page 2

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THIS FINANCIAL INFORMATION RIDER IS EXECUTED ON JULY 9, 2012.


TRUSTOR:

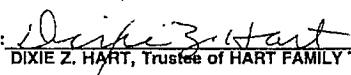
HART SNYDER HOLDINGS LLC, A NEVADA LIMITED LIABILITY COMPANY

By:   
JON R. SNYDER, Operating Manager of HART SNYDER HOLDINGS LLC, a  
Nevada limited liability company

GREGORY PARTNERS, L.P., A CALIFORNIA LIMITED PARTNERSHIP

HART FAMILY TRUST, General Partner of GREGORY PARTNERS, L.P., a California limited  
partnership

By:   
TED T. HART, Trustee of HART FAMILY TRUST

By:   
DIXIE Z. HART, Trustee of HART FAMILY TRUST

CLAYTON K. LEE FAMILY LIVING TRUST

By: \_\_\_\_\_  
CLAYTON K. LEE, Trustee of CLAYTON K. LEE FAMILY LIVING TRUST

By: \_\_\_\_\_  
LORRIE LEE, Trustee of CLAYTON K. LEE FAMILY LIVING TRUST

BRUNO'S PROPERTY MANAGEMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
WILLIAM BRUNETTI, Member of BRUNO'S PROPERTY MANAGEMENT LLC, a  
California limited liability company

By: \_\_\_\_\_  
DONALD DEUCHAR, Member of BRUNO'S PROPERTY MANAGEMENT LLC, a  
California limited liability company

X \_\_\_\_\_  
JOHN MCNAMEE, Individually

X \_\_\_\_\_  
SUSAN MCNAMEE, Individually

X \_\_\_\_\_  
DAVID C. LEE, Individually

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**FINANCIAL INFORMATION RIDER  
(Continued)**

Page 2

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THIS FINANCIAL INFORMATION RIDER IS EXECUTED ON JULY 9, 2012.

**TRUSTOR:****HART SNYDER HOLDINGS LLC, A NEVADA LIMITED LIABILITY COMPANY**

By: JON R. SNYDER, Operating Manager of HART SNYDER HOLDINGS LLC, a  
Nevada limited liability company

**GREGORY PARTNERS, L.P., A CALIFORNIA LIMITED PARTNERSHIP****HART FAMILY TRUST, General Partner of GREGORY PARTNERS, L.P., a California limited  
partnership**

By: TED T. HART, Trustee of HART FAMILY TRUST

By: DIXIE Z. HART, Trustee of HART FAMILY TRUST

**CLAYTON K. LEE FAMILY LIVING TRUST**

By: CLAYTON K. LEE, Trustee of CLAYTON K. LEE FAMILY LIVING TRUST

By: LORRIE LEE, Trustee of CLAYTON K. LEE FAMILY LIVING TRUST

**BRUNO'S PROPERTY MANAGEMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**

By: WILLIAM BRUNETTI, Member of BRUNO'S PROPERTY MANAGEMENT LLC, a  
California limited liability company

By: DONALD DEUCHAR, Member of BRUNO'S PROPERTY MANAGEMENT LLC, a  
California limited liability company

X JOHN MCNAMEE, Individually

X SUSAN MCNAMEE, Individually

X DAVID C. LEE, Individually

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Page 2

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Page 2

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By: DIXIE Z. HART, Trustee of HART FAMILY TRUST

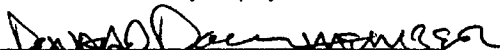
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X SUSAN MCNAMEE, Individually

X DAVID C. LEE, Individually

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California limited liability companyBy: DONALD DEUCHAR, Member of BRUNO'S PROPERTY MANAGEMENT LLC, a  
California limited liability companyX   
JOHN MCNAMEE, IndividuallyX   
SUSAN MCNAMEE, IndividuallyX   
DAVID C. LEE, Individually

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**ORDER NO. : 2202044682-RP**

**EXHIBIT A**

The land referred to is situated in the County of Colusa, City of Colusa, State of California, and is described as follows:

Parcels No.s 1, 4 & 5, as shown on that certain Parcel Map for Bridge Street Retail Partners, filed October 22, 1987, in the Office of the County Recorder of Colusa County, in Book 3 of Parcel Maps, Page 123, Official Records.

EXCEPTING THEREFROM all oil, gas and minerals below a depth of 500 feet, etc., as reserved in Deed from Gwendolyn Sellman McKinnon, et al, to Michael J. Turpin, et al, recorded July 1, 1986, Book 575 Official Records, Page 373.

APN: 002-120-010, 002-120-013 and 002-120-014