IN THE SUPREME COURT OF THE STATE OF NEVADA

LARRY J. WILLARD, individually and as; Trustee of the Larry James Willard Trust Fund; and OVERLAND DEVELOPMENT CORPORATION, a California corporation,

Appellants,

vs.

BERRY-HINCKLEY INDUSTRIES, a Nevada corporation; and JERRY HERBST, an individual,

Respondents.
_____/

No. 77780

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APPENDIX TO APPELLANTS' OPENING BRIEFS

VOLUME 9 OF 19

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(cont 31)	Exhibit 28: Deposition of L. Willard Excerpt		12	2765-2770
	Exhibit 29: April 12, 2013 Letter		12	2771-2773
	Exhibit 30: Declaration of G. Gordon		12	2774-2776
	Exhibit 31: Declaration of C. Kemper		12	2777-2780
32.	Defendants'/Counterclaimants' Motion to Strike and/or Motion in Limine to Exclude the Expert Testimony of Daniel Gluhaich	11/14/17	12	2781-2803
	Exhibit 1: Plaintiffs' Initial Disclosures		12	2804-2811
	Exhibit 2: Plaintiffs' Initial Disclosures of Expert Witnesses		12	2812-2820
	Exhibit 3: December 5, 2016 Email		12	2821-2827
	Exhibit 4: December 9, 2016 Email		12	2828-2829
	Exhibit 5: December 23, 2016 Email		12	2830-2833
	Exhibit 6: December 27, 2016 Email		12	2834-2837
	Exhibit 7: February 3, 2017 Letter		13	2838-2865
	Exhibit 8: Deposition Excerpts of D. Gluhaich		13	2866-2875
	Exhibit 9: Declaration of Brain Irvine		13	2876-2879
33.	Defendants' Motion for Partial Summary Judgment – Oral Argument Requested	11/15/17	13	2880-2896
	Exhibit 1: Highway 50 Lease		13	2897-2940
	Exhibit 2: Declaration of Chris Kemper		13	2941-2943
	Exhibit 3: Wooley Deposition at 41		13	2944-2949
	Exhibit 4: Virginia Lease		13	2950-2985

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(cont 33)	Exhibit 5: Little Caesar's Sublease		13	2986-3005
	Exhibit 6: Willard Response to Defendants' Second Set of Interrogatories		13	3006-3014
	Exhibit 7: Willard Deposition at 89		13	3015-3020
34.	Defendants'/Counterclaimants' Motion for Sanctions – Oral Argument Requested	11/15/17	13	3021-3058
	Exhibit 1: Plaintiffs' Initial Disclosures		13	3059-3066
	Exhibit 2: November 2014 Email Exchange		13	3067-3076
	Exhibit 3: January 2015 Email Exchange		13	3077-3082
	Exhibit 4: February 12, 2015 Letter		13	3083-3085
	Exhibit 5: Willard July 2015 Interrogatory Reponses		14	3086-3097
	Exhibit 6: Wooley July 2015 Interrogatory Responses		14	3098-3107
	Exhibit 7: August 28, 2015 Letter		14	3108-3119
	Exhibit 8: March 3, 2016 Letter		14	3120-3208
	Exhibit 9: March 15, 2016 Letter		14	3209-3300
	Exhibit 10: April 20, 2016 Letter		14	3301-3327
	Exhibit 11: December 2, 2016 Expert Disclosure		15	3328-3336
	Exhibit 12: December 5, 2016 Email		15	3337-3343
	Exhibit 13: December 9, 2016 Email		15	3344-3345
	Exhibit 14: December 23, 2016 Email		15	3346-3349
	Exhibit 15: December 27, 2016 Email		15	3350-3353
	Exhibit 16: February 3, 2017 Letter		15	3354-3381

NO.	DOCUMENT	DATE	VOL.	PAGE NO.
(cont 34)	Exhibit 17: Willard Responses to Defendants' First Set of Requests for Production of Documents 17		15	3382-3391
	Exhibit 18: Wooley Deposition Excerpts		15	3392-3397
	Exhibit 19: Highway 50 Lease		15	3398-3441
	Exhibit 20: April 1, 2016 Email		15	3442-3444
	Exhibit 21: May 3, 2016 Email Exchange		15	3445-3446
	Exhibit 22: June 21, 2016 Email Exchange		15	3447-3453
	Exhibit 23: July 21, 2016 Letter		15	3454-3471
	Exhibit 24: Defendants' First Set of Interrogatories on Wooley		15	3472-3480
	Exhibit 25: Defendants' Second Set of Interrogatories on Wooley		15	3481-3490
	Exhibit 26: Defendants' First Request for Production of Documents on Wooley		15	3491-3498
	Exhibit 27: Defendants' Second Request for Production of Documents on Wooley		15	3499-3506
	Exhibit 28: Defendants' Third Request for Production of Documents on Wooley		15	3507-3512
	Exhibit 29: Defendants' Requests for Admission on Wooley		15	3513-3518
	Exhibit 30: Defendants' First Set of Interrogatories on Willard		15	3519-3528
	Exhibit 31: Defendants' Second Set of Interrogatories on Willard		15	3529-3539
	Exhibit 32: Defendants' First Request for Production of Documents on Willard		15	3540-3547

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(cont 34)	Exhibit 33: Defendants' Second Request for Production of Documents on Willard		15	3548-3555
	Exhibit 34: Defendants' Third Request for Production of Documents on Willard		15	3556-3561
	Exhibit 35: Defendants' Requests for Admission on Willard		15	3562-3567
35.	Plaintiffs' Request for a Brief Extension of Time to Respond to Defendants' Three Pending Motions and to Extend the Deadline for Submissions of Dispositive Motions	12/06/17	15	3568-3572
36.	Notice of Non-Opposition to Defendants/Counterclaimants' Motion for Sanctions	12/07/17	16	3573-3576
37.	Notice of Non-Opposition to Defendants/Counterclaimants' Motion to Strike and/or Motion in Limine to Exclude the Expert Testimony of Daniel Gluhaich	12/07/17	16	3577-3580
38.	Notice of Non-Opposition to Defendants/Counterclaimants' Motion for Partial Summary Judgment	12/07/17	16	3581-3584
39.	Order Granting Defendants/ Counterclaimants' Motion for Sanctions [Oral Argument Requested]	01/04/18	16	3585-3589
40.	Order Granting Defendants/ Counterclaimants' Motion to Strike and/or Motion in Limine to Exclude the Expert Testimony of Daniel Gluhaich	01/04/18	16	3590-3594
41.	Notice of Entry of Order re Defendants' Motion for Partial Summary Judgment	01/05/18	16	3595-3598

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42.	Notice of Entry of Order re Defendants' Motion for Exclude the Expert Testimony of Daniel Gluhaich	01/05/18	16	3599-3602
43.	Notice of Entry of Order re Defendants' Motion for Sanctions	01/05/18	16	3603-3606
44.	Findings of Fact, Conclusions of Law, and Order on Defendants' Motion for Sanctions	03/06/18	16	3607-3640
45.	Notice of Entry of Findings of Facts, Conclusions of Law and Order	03/06/18	16	3641-3644
46.	Request for Entry of Judgment	03/09/18	16	3645-3649
	Exhibit 1: Judgment		16	3650-3653
47.	Notice of Withdrawal of Local Counsel	03/15/18	16	3654-3656
48.	Notice of Appearance – Richard Williamson, Esq. and Jonathan Joe Tew, Esq.	03/26/18	16	3657-3659
49.	Opposition to Request for Entry of Judgment	03/26/18	16	3660-3665
50.	Reply in Support of Request for Entry of Judgment	03/27/18	16	3666-3671
51.	Order Granting Defendant/ Counterclaimants' Motion to Dismiss Counterclaims	04/13/18	16	3672-3674
52.	Willard Plaintiffs' Rule 60(b) Motion for Relief	04/18/18	16	3675-3692
	Exhibit 1: Declaration of Larry J. Willard		16	3693-3702
	Exhibit 2: Lease Agreement dated 11/18/05		16	3703-3738
	Exhibit 3: Letter dated 4/12/13 from Gerald M. Gordon to Steven Goldblatt		16	3739-3741

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(cont 52)	Exhibit 4: Operation and Management Agreement dated 5/1/13		16	3742-3746
	Exhibit 5: 13 Symptoms of Bipolar Disorder		16	3747-3749
	Exhibit 6: Emergency Protective Order dated 1/23/18		16	3750-3752
	Exhibit 7: Pre-Booking Information Sheet dated 1/23/18		16	3753-3755
	Exhibit 8: Request for Domestic Violence Restraining Order, filed 1/31/18		16	3756-3769
	Exhibit 9: Motion for Summary Judgment of Plaintiffs Larry J. Willard and Overland Development Corporation, filed October 18, 2017		16	3770-3798
53.	Opposition to Rule 60(b) Motion for Relief	05/18/18	17	3799-3819
	Exhibit 1: Declaration of Brain R. Irvine		17	3820-3823
	Exhibit 2: Transfer of Hearing, January 10, 2017		17	3824-3893
	Exhibit 3: Transfer of Hearing, December 12, 2017		17	3894-3922
	Exhibit 4: Excerpt of deposition transcript of Larry Willard, August 21, 2015		17	3923-3924
	Exhibit 5: Attorney status according to the California Bar		17	3925-3933
	Exhibit 6: Plaintiff's Initial Disclosures, December 12, 2014		17	3934-3941
54.	Reply in Support of the Willard Plaintiffs' Rule 60(b) Motion for Relief	05/29/18	17	3942-3950

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(cont 54)	Exhibit 1: Declaration of Larry J. Willard in Response to Defendants' Opposition to Rule 60(b) Motion for Relief		17	3951-3958
	Exhibit 2: Text messages between Larry J. Willard and Brian Moquin Between December 2 and December 6, 2017		17	3959-3962
	Exhibit 3: Email correspondence between David O'Mara and Brian Moquin		17	3963-3965
	Exhibit 4: Text messages between Larry Willard and Brian Moquin between December 19 and December 25, 2017		17	3966-3975
	Exhibit 5: Receipt		17	3976-3977
	Exhibit 6: Email correspondence between Richard Williamson and Brian Moquin dated February 5 through March 21, 2018			3978-3982
	Exhibit 7: Text messages between Larry Willard and Brian Moquin between March 30 and April 2, 2018		17	3983-3989
	Exhibit 8: Email correspondence Between Jonathan Tew, Richard Williamson and Brian Moquin dated April 2 through April 13, 2018		17	3990-3994
	Exhibit 9: Letter from Richard Williamson to Brian Moquin dated May 14, 2018		17	3995-3997
	Exhibit 10: Email correspondence between Larry Willard and Brian Moquin dated May 23 through May 28, 2018		17	3998-4000
	Exhibit 11: Notice of Withdrawal of Local Counsel		17	4001-4004
55.	Order re Request for Entry of Judgment	06/04/18	17	4005-4009

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56.	Motion to Strike, or in the Alternative, Motion for Leave to File Sur-Reply	06/06/18	17	4010-4018
	Exhibit 1: Sur-Reply in Support of Opposition to the Willard Plaintiffs' Rule 60(b) Motion for Relief		17	4019-4036
57.	Opposition to Defendants' Motion to Strike, or in the Alternative, Motion for Leave to File Sur-Reply	06/22/18	18	4037-4053
58.	Reply in Support of Motion to Strike, or in the Alternative, Motion for Leave to File Sur-Reply	06/29/18	18	4054-4060
59.	Order Denying Plaintiffs' Rule 60(b) Motion for Relief	11/30/18	18	4061-4092
60.	Notice of Entry of Order re Order Denying Plaintiffs' Rule 60(b) Motion for Relief	12/03/18	18	4093-4096
	Exhibit 1: Order Denying Plaintiffs' Rule 60(b) Motion for Relief		18	4097-4129
61.	Judgment	12/11/18	18	4130-4132
62.	Notice of Entry of Order re Judgment	12/11/18	18	4133-4136
	Exhibit 1: December 11, 2018 Judgment		18	4137-4140
63.	Notice of Appeal	12/28/18	18	4141-4144
	Exhibit 1: Finding of Fact, Conclusion of Law, and Order on Defendants' Motions for Sanctions, entered March 6, 2018		18	4145-4179
	Exhibit 2: Order Denying Plaintiffs' Rule 60(b) Motion for Relief, entered November 30, 2018		18	4180-4212
	Exhibit 3: Judgment, entered December 11, 2018		18	4213-4216

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TRANSCRIPTS				
64.	Transcript of Proceedings – Status Hearing	08/17/15	18	4217-4234
65.	Transcript of Proceedings - Hearing on Motion for Partial Summary Judgment	01/10/17	19	4235-4303
66.	Transcript of Proceedings - Pre-Trial Conference	12/12/17	19	4304-4331
67.	Transcript of Proceedings - Oral Arguments – Plaintiffs' Rule 60(b) Motion (condensed)	09/04/18	19	4332-4352
ADDITIONAL DOCUMENTS				
68.	Order Granting Defendants' Motion for Partial Summary Judgment [Oral Argument Requested][1]	01/04/18	19	4353-4357

[1] This document was inadvertently omitted earlier. It was added here because al of the other papers in the 19-volume appendix had already been numbered.

Berry Hinckley Industries
Lube #834 - 7699 S. Virginia St., Reno
For the Five Months Ending May 31, 2013

	05/31/13
Oil Sales	$15,665.86
Miscellaneous Sales	740.47
Lube Sales - Emissions	0.00
Total Sales	16,406.33
Oil Purchases	1,209.09
Miscellaneous Purchases	2,828.26
Purchase - Smog Certificates	228.00
Purchase - Bulk Oil	5,072.96
Purchase - Filters	5,355.30
Total Purchases	14,693.61
GROSS PROFIT	1,712.72
STATION EXPENSES	
Over and Shorts	470.07
Salaries and Wages	9,317.51
Payroll Taxes	1,886.41
W/C Insurance Expense	256.72
Telephone	31.92
Utilities - Electricity	178.28
Utilities - Gas	97.59
Utilities - Water	48.26
Utilities - Sewer	0.00
Utilities - Garbage	195.00
Sta. General Operating Expense	373.95
Uniforms	0.00
Supplies	477.04
Credit Card Collection Fees	277.18
Repair and Maintenance	0.00
R&M - Lube Equipment	367.17
Customer Damage	124.72
Real Estate Tax	1,212.16
Business Licenses	95.31
Station Insurance Expense	549.32
Employee Health Insurance	938.27
Advertising	0.00
Total Expenses	16,896.88
Net Profit/(Loss) Before Depr, Rent Inc, & Other Items	(15,184.16)
Other Sta. Income	494.55
Total Income	(14,689.61)
Lube Coupon Washes	1,488.00
NET PROFIT / (LOSS)	(16,177.61)

Berry Hinckley Industries
Car Wash #832 - 7695 S. Virginia St., Reno
For the Five Months Ending May 31, 2013

	05/31/13
Miscellaneous Sales	$31.56
Car Wash Sales - Wash	42,709.96
Car Wash Sales - Detail	50.00
Total Sales	42,791.52
GROSS PROFIT	42,791.52
STATION EXPENSES	
Over and Shorts	1,069.00
Salaries and Wages	38,004.69
Payroll Taxes	7,239.87
W/C Insurance Expense	1,427.50
Telephone	31.92
Utilities - Electricity	178.29
Utilities - Gas	214.74
Utilities - Water	827.06
Utilities - Sewer	0.00
Utilities - Garbage	130.00
Sta. General Operating Expense	0.00
Car Wash Chemicals	3,265.95
Supplies	191.25
Credit Card Collection Fees	1,058.74
Repair and Maintenance	0.00
R&M - Store Equipment	0.00
R&M - Car Wash Equipment	160.84
R&M - Landscaping	777.71
R&M - Signs	520.00
Customer Damage	88.36
Real Estate Tax	1,839.88
Business Licenses	(0.01)
Station Insurance Expense	686.58
Employee Health Insurance	1,353.17
Advertising	0.00
Total Expenses	59,065.54
Net Profit/(Loss) Before Depr, Rent Inc, & Other Items	(16,274.02)
Total Income	(16,274.02)
NET PROFIT / (LOSS)	(16,274.02)

EXHIBIT 23

EXHIBIT 23

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re:

Larry James Willard,

Debtor(s)_____/

Chapter 11
Case No. 13-53293

OBJECTION TO CLAIM; NOTICE OF OPPORTUNITY FOR HEARING; CERTIFICATE OF SERVICE
CLAIMANT: **Berry Hinckley Industries**
CLAIM NO: **4**

The Debtor object(s) to the allowance of the claim described as:

NAME & ADDRESS OF CLAIMANT (as set forth on Proof of Claim)	DOLLAR AMT	DATE FILED
Gordon Silver c/o John P. Desmond, esq. 100 West Liberty Street, Suite 940 Reno, NV 89501	65,976.20	8/27/2013

The basis for the objection is that the claim:

___ duplicates claim no. _____ filed on _____ by _____.
___ does not include a copy of the underlying judgment.
___ does not include a copy of the security agreement and evidence of perfection.
___ fails to assert grounds for priority.
___ does not include a copy of the assignment(s) upon which it is based.
___ appears to include interest or charges accrued after the filing of this case on _____.
___ is not timely filed.
_x_ is entirely offset by damages owed as alleged in Santa Clara Superior Court Action No. 1-13-CV-2450021; is excused from payment as a consequence of claimant's material breach; and is based on erroneous accounting.
_____.

The Objecting Party will ask the Court to enter an Order providing that the claim is:

___ allowed as a secured claim in the amount of: $___.
___ allowed as an unsecured claim in the amount of: $_____.
___ allowed as a priority claim in the amount of: $_____.
__x_ disallowed in its entirety
___ _____.

NOTICE IS HEREBY GIVEN, pursuant to FRBP 3007 as modified by Local Rule 9014: 1) that any objection to the requested relief, or a request for hearing on the matter must be filed and served on the requesting party within twenty (21) days of mailing of the notice; 2) that a request for hearing or objection must be accompanied by any declarations or memoranda of law the party objecting or requesting wishes to present in support of its position; 3) that if there is not a timely objection to the requested relief or a request for hearing, the Court may enter an order granting the relief by default; and 4) that the initiating party will give at least ten (7) days written notice of hearing to the objecting or requesting party, and to any trustee or committee appointed in the case, in the event an objection or request for hearing is timely made.

Dated: 9/5/2013

/s/Stanley Zlotoff
Attorney for Debtor and Objecting Party
300 S. First St. #215
San Jose, CA 95113
Telephone: (408) 287-5087

DEBTOR(S') ADDRESS:
Larry James Willard
826 Vanderbilt Place
San Diego, CA 92103

CERTIFICATE OF SERVICE

I am not less than 18 years of age and not a party to the within case. My business address is: 300 S. First Street #215, San Jose, CA 95113. I served this OBJECTION TO CLAIM; NOTICE OF OPPORTUNITY FOR HEARING by first-class United States Mail, postage pre-paid, at San Jose, California, on the date noted below and addressed to the Claimant above, and on those listed below. I declare, under penalty of perjury, that the foregoing is true and correct.

Dated: 9/5/2013 at San Jose, California.

/s/Stanley A. Zlotoff_____
Stanley A. Zlotoff

*

U.S. Trustee
280 S. First Street, Room 268
San Jose, CA 95113

*Rev. 2/05

B 10 (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT Northern District of California	PROOF OF CLAIM
Name of Debtor: Larry James Willard Case Number: 13-53293	
NOTE: *Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.*	
Name of Creditor (the person or other entity to whom the debtor owes money or property): Berry Hinckley Industries	COURT USE ONLY
Name and address where notices should be sent: Gordon Silver c/o John P. Desmond, Esq. 100 West Liberty Street, Suite 940 Reno, Nevada 89501 Telephone number: (775) 343-7500 email: jdesmond@gordonsilver.com	☐ Check this box if this claim amends a previously filed claim. Court Claim Number:_____ (*If known*) Filed on:_____
Name and address where payment should be sent (if different from above): Telephone number: email:	☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

1. Amount of Claim as of Date Case Filed: $ 65,976.20

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: Amounts due under Management Agreement
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other
Describe:

Value of Property: $_____

Annual Interest Rate _____ % ☐ Fixed or ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:
$_____

Basis for perfection: _____

Amount of Secured Claim: $_____

Amount Unsecured: $_____

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

☐ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to $11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).

☐ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).

Amount entitled to priority:

☐ Up to $2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).

☐ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(__).

$_____

**Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

EXHIBIT 24

EXHIBIT 24

stewart title

Rick Calwell

Stewart Title Company
5335 Kietzke Ln
Ste 110
Reno, NV 89511

Original

PRELIMINARY REPORT

Our Order No.: 01415-6454

Proposed Buyer/Borrower:

Seller: Overland Development Corporation, Inc., a California corporation and Larry J. Willard

Property Address: 7693 S Virginia Street, Reno, NV 89511

Today's Date: August 12, 2013

In response to the above referenced application for a policy of title insurance, Stewart Title Guaranty Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Rick Calwell,

Dated as of August 02, 2013 at 7:30 a.m.

When replying, please contact:

NorCal Escrow Solutions, Inc.
Lucinda or Jackie (408) 842-1760
7671 Eigleberry Street
Gilroy, CA 95020

Order Number: 01415-6454

PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

☒ 2006 ALTA Owner's Policy - Standard

☐ 2006 ALTA Owner's Policy - Extended

☐ 1998 ALTA Homeowners Plus Insurance Policy

☐ ALTA Short Form Residential Loan Policy 2006

☐ 2006 ALTA Loan Policy - Standard

☐ 2006 ALTA Loan Policy - Extended

☐ Preliminary Report Only

☐

☐

SCHEDULE A

The estate or interest in the land hereinafter described or referred to covered by this report is:

a Fee

Title to said estate or interest at the date hereof is vested in:

Overland Development Corporation, Inc., a California corporation as to an undivided 41% interest and Larry J. Willard, Trustee of the Larry James Willard Trust dated November 14, 1987 as to an undivided 59% interest as tenants in common

LEGAL DESCRIPTION

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

Parcel 1:

The land referred to herein situated in the City of Reno, County of Washoe, State of Nevada, located within a portion of the South 1/2 of the Northwest 1/4 of Section 6, Township 18 North, Range 20 East, M.D.M., and being more particularly described as follows:

Commencing at the South corner of Parcel C a found nail and tag on a fence post, as shown on Parcel Map No. 218, File No. 388954, as on file in the County Recorder's Office of Washoe County, Nevada; thence North 00°15'56" East a distance of 579.25 feet to the northerly side of Longley Lane; thence along said northerly line South 69°21'09" West, a distance of 21.41 feet to the True Point of Beginning:

thence leaving said northerly line of Longley Lane North 00°16'56" East, a distance of 406.67 feet; thence South 89°40'18" East, a distance of 275.76 feet to the westerly side of South Virginia Street and the northeasterly corner of the parcel of land as shown on Record of Survey Map No. 2887, File No. 1902006, on file in the County Recorder's Office of Washoe County, Nevada; thence along said westerly line of South Virginia Street South 20°39'19" East a distance of 221.13 feet to the beginning of a curve to the right; thence along said curve a distance of 94.26 feet, a central angel of 90°00'28" and a radius of 60.0 feet to the northerly side of Longley Lane; thence along said northerly line of Longley Lane South 69°21'19" West a distance of 342.78 feet to the True Point of Beginning.

Parcel 2:

a non-exclusive easement for ingress, egress and access by and for vehicular and pedestrian traffic and vehicle parking as set forth in that certain Mutual Parking and Access Agreement recorded April 12, 1995 in Book 4282, page 40 as Document No. 1885230 of Official Records, Washoe County Recorder's Office, Washoe County, Nevada.

The above description was obtained from Document No. 3353290.

Order Number: 01415-6454

SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. (a) Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the public records, (d) Indian tribal codes or regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.

3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

4. State, County and City Taxes for the fiscal period 2013 to 2014, a lien now due and payable in the total amount of $48,549.26
   PARCEL NO.: 043-011-47

1st installment of	$12,292.01 unpaid, delinquent 3rd Monday in August
2nd installment of	$12.085.75 unpaid, delinquent 1st Monday in October
3rd installment of	$12,085.75 unpaid, delinquent 1st Monday in January
4th installment of	$12,085.75 unpaid, delinquent 1st Monday in March

5. DELINQUENT TAXES: State, County and City Taxes for the fiscal year 2012 to 2013 delinquent in the amount of $12,804.28, plus penalties and Interest.

   (ACTUAL AMOUNTS TO BE DETERMINED AT CLOSE OF ESCROW)

6. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the NEVADA REVISED STATUTES.

7. Any Special Assessments which may be due and payable that are not assessed through the Washoe County Treasurers Office and are being billed by the entity where the parcel is located.

8. Any sewer liens which may be levied by the City of Reno for sewer use pursuant to Ordinance No. 1596, recorded January 27, 1966, under File No. 51096. Said code provides that the City Clerk must be notified of any transfer, conveyance or sale within a period of fifteen (15) days thereof. (Specific amounts may be obtained from the City of Reno License Department, Phone Number 334-2095.

9. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on the Parcel Map No. 218, referenced in the legal description contained herein.

   Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.

10. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.
    In Favor Of : Sierra Pacific Power Company and Bell Telephone Company of

Nevada
For : underground anchors
Recorded : July 9, 1984
Book No. : 2037, Page 501
Document No. : 935638, of Official Records.

11. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.
In Favor Of : Sierra Pacific Power Company and Nevada Bell
For : overhead and underground electric distribution and communication facilities
Recorded : October 26, 1988
Book No. : 2818, page 743
Document No. : 1283438, of Official Records.

12. Terms and Conditions of a Mutual Parking and Access Agreement recorded April 12, 1995 in Book 4282, Page 40 as Document No. 1885230, Official Records of Washoe County, Nevada.

13. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.
In Favor Of : Airport Authority of Washoe County
For : perpetual avigation and height restrictions
Recorded : May 11, 1995
Book No. : 4300, Page 870
Document No. : 1892532, of Official Records.

14. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.
In Favor Of : The City of Reno
For : public use easement
Recorded : July 17, 1996
Book No. : 4624, Page 111
Document No. : 2012985, of Official Records.

15. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on the Record of Survey No. 3096.

    Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.

16. Any facts, matters or interests which would be disclosed by survey, physical inspection of the premises, and/or inquiry of the parties in possession.

17. DECLARATION OF RESTRICTIONS: Covenants, Conditions and Restrictions (but deleting restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin) unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons as contained in a Declaration of Restrictions recorded November 4, 1996, in Book 4713, Page 105, as Document No. 2044734, of Official Records.

18. DECLARATION OF RESTRICTIONS: Covenants, Conditions and Restrictions (but deleting restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin) unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons as contained in a Declaration of Restrictions recorded April 3, 1997, in Book 4828, Page 308, as Document No. 2085882, of Official Records.

19. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein,

and incidental purposes.
In Favor Of : Sam S. Jaksick, Jr.
For : sewer pipes
Recorded : April 3, 1997
Book No. : 4828, Page 325
Document No. : 2085883, of Official Records.

20. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.
In Favor Of : City of Reno
For : sanitary sewer lines
Recorded : June 1, 1998
Book No. : 5258, Page 982
Document No. : 2216496, of Official Records.

21. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on the Record of Survey Map No. 4004.

Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.

22. Any unrecorded leases and rights of parties in possession under same that may be in affect as of the date of this preliminary report.

23. Deed of Trust, Assignment of Rents and Security Agreement: A Deed of Trust to secure an indebtedness of the amount stated herein, and any other amounts payable under the terms thereof.
Dated : February 28, 2006
Amount : $13,312,500.00
Trustor : Overland Development Corporation, Inc., a California corporation and Larry J. Willard, individually and Larry J. Willard, Trustee of the Larry James Willard Trust dated November 14, 1987
Trustee : T.D. Service Company, a California corporation
Beneficiary : Telesis Community Credit Union, a California state chartered credit union
Recorded : March 28, 2006
Document No. : 3367072, Official Records

Assignment of Leases and Rents, recorded March 28, 2006 as Document No. 3367073, Official Records.

Lease Subordination, Non-Disturbance and Attornment Agreement recorded March 28, 2006 as Document No. 3367075 of Official Records.

24. FINANCING STATEMENT: The effect of a Financing Statement to secure an indebtedness of the amount stated herein and any other amounts as may become due under the terms and subject to the terms, covenants, conditions and requirements as contained and imposed therein.
Debtor : Overland Development Corporation, Inc. and Larry J. Willard
Secured Party : Telesis Community Credit Union
Recorded : March 28, 2006
Document No. : 3367074, of Official Records

Continuation of UCC Financing Statement Amendment recorded January 3, 2011 as Document No. 3959517, of Official Records.

25. DEED OF TRUST: A Deed of Trust to secure an indebtedness of the amount stated herein, and any other amounts payable under the terms thereof.
Dated : May 15, 2008

Amount : $4,000,000.00
Trustor : Larry James Willard & Karin M. Willard, Larry James Willard Trust dated 11/14/1987 and Overland Development Inc.
Trustee : VAAM & Associates Inc.
Beneficiary : VAAM & Associates Inc.
Recorded : February 16, 2011
Document No. : 3974381, of Official Records.

26. The rights and interest of parties in possession of the premises described herein under any unrecorded leases and/or agreements, the terms and conditions of which are unknown.

27. EASEMENTS: Any easements not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.

28. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

NOTE: This preliminary Title Report is issued at the request of the parties ordering the same. It is not issued in connection with any escrow or other request for Title Insurance and is not intended for such use. The liability herein is limited to the amount paid for said report.

END OF EXCEPTIONS

Order Number: 01415-6454

REQUIREMENTS AND NOTES

1. Show that restrictions or restrictive covenants have not been violated.

2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be issued.

3. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.

4. Pay the premiums, fees and charges for the policy.

5. Pay all taxes, charges, and assessments affecting the land that are due and payable.

6. Documents satisfactory to us creating the interest in the land and the mortgage to be insured must be signed delivered and recorded.

7. Tell us in writing the name of any one not referred to in this Prelim who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

8. Record instrument(s) conveying or encumbering the estate or interest to be insured, briefly described:

   Documents necessary to close the within transaction

9. After the review of all the required documents, the Company reserves the right to add additional items and/or make additional requirements prior to the issuances of any policy of title insurance.

10. REQUIREMENT – BUYER(S) NAME(S): Additional requirements may be made when the Company is provided with COMPLETE Name and Status of Proposed Buyer/Lender.

11. The Company is not aware of any matters which would cause it to decline to attach an ALTA 9 (Restrictions, Encroachments, Minerals Endorsement) and an ALTA 22 (Location Endorsement), indicating that there is located on said land a commercial property known as 7693 and 7695 S. Virginia Street, Reno, Nevada, to an extended coverage policy.

END OF REQUIREMENTS AND NOTES

CLTA Preliminary Report Form Exhibit A (06-03-11)

CALIFORNIA LAND TITLE ASSOCIATION

STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division;
   f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
* For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or $2,500.00 (whichever is less)	$10,000.00
Covered Risk 18:	1% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 19:	1% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 21:	1% of Policy Amount or $2,500.00 (whichever is less)	$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
    - land use
    - improvements on the land
    - land division
    - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
    - a notice of exercising the right appears in the public records
    - on the Policy Date
    - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:
    - that are created, allowed, or agreed to by you
    - that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
    - that result in no loss to you
    - that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:
    - to any land outside the area specifically described and referred to in Item 3 of Schedule A

    OR
    - in streets, alleys, or waterways that touch you land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   (b) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.

5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. a. Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
   b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting In no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.

6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.

8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

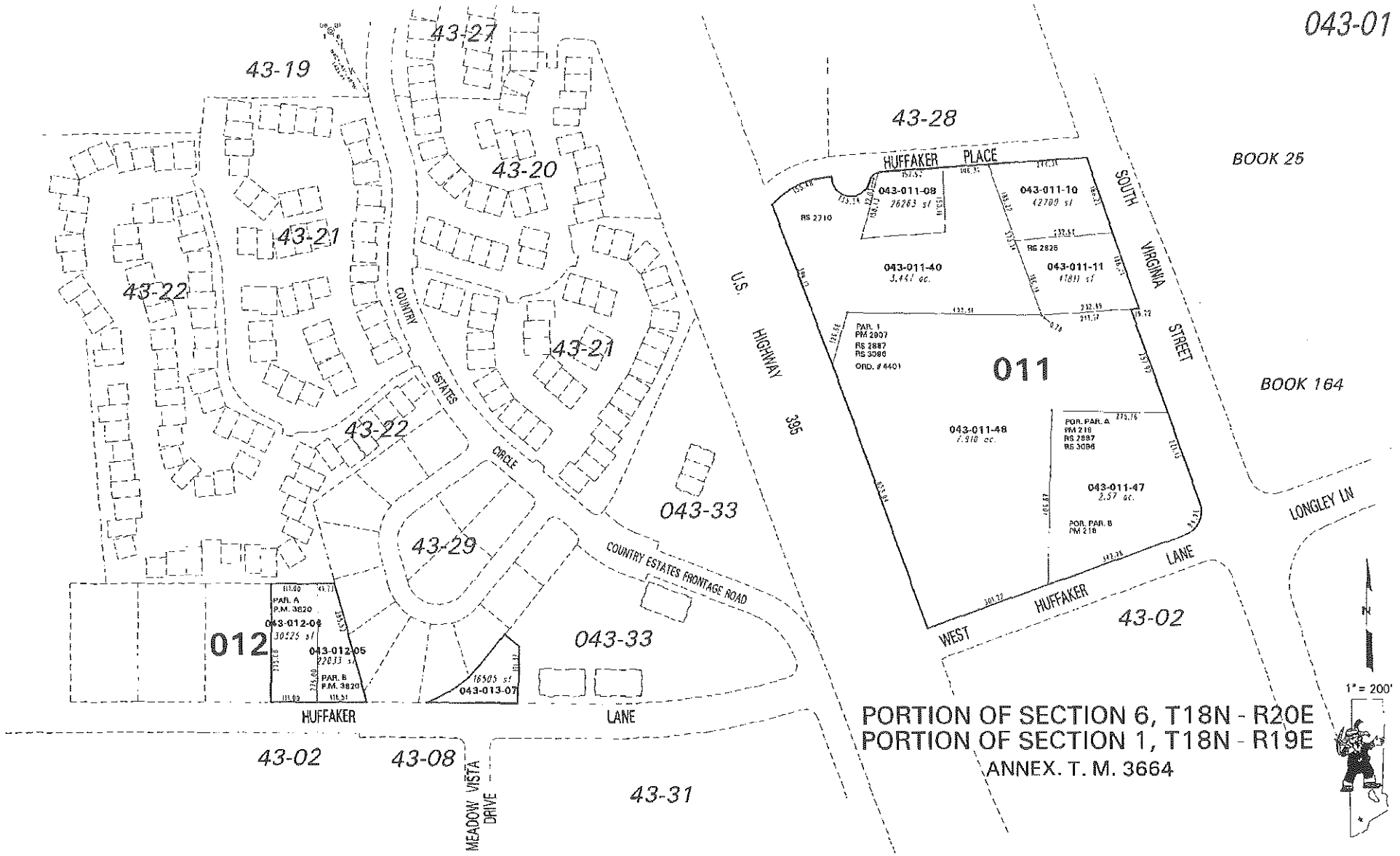
All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. *Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company*	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us	If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056



PORTION OF SECTION 6, T18N - R20E
PORTION OF SECTION 1, T18N - R19E
ANNEX. T. M. 3664

NOTE: This map is prepared for the use of the Washoe County Assessor for assessment and illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or the accuracy of the data delineated hereon.

Office of Washoe County Assessor, Nevada - Robert W. McGowan

This area previously shown on _____

NOTE: Areas of parcels which are less than 2 acres are shown in square feet.

Drawn by CFB 10/18/2003
Revised CFB 4/5/2005 *

APC INFO 8.0 WINDOWS 2000 8.0a

A.App.1986

IN THE SUPREME COURT OF THE STATE OF NEVADA

LARRY J. WILLARD, individually and as; Trustee of the Larry James Willard Trust Fund; and OVERLAND DEVELOPMENT CORPORATION, a California corporation,

NO. 77780

Appellants,

vs.

BERRY-HINCKLEY INDUSTRIES, a Nevada corporation; and JERRY HERBST, an individual,

Respondents.
_____/

APPENDIX TO APPELLANTS' OPENING BRIEFS

VOLUME 9 OF 19

Submitted for all appellants by:

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ATTORNEYS FOR APPELLANTS
LARRY J. WILLARD, et al.

Docket 77780 Document 2019-35695

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(cont 30)	Exhibit 45: *Lease Termination Agreement* dated January 25, 2006 by Land Venture Partners, LLC and Berry-Hinckley Industries regarding the Virginia Property, recorded February 24, 2006 in the Washoe Country Recorder's Office as Doc. No. 3353288		10	2214-2218
	Exhibit 46: *Grant, Bargain and Sale Deed* by and between Land Venture Partners, LLC and P.A. Morabito & Co., Limited dated February 23, 2006 regarding the Virginia Property, recorded February 24, 2006 in the Washoe County Recorder's Office as Doc. No. 3353289		10	2219-2224
	Exhibit 47: *Grant, Bargain and Sale Deed* by and between P.A. Morabito & Co., Limited and the Willard Plaintiffs dated January 20, 2006 regarding the Virginia Property, recorded February 24, 2006 in the Washoe County Recorder's Office as Doc. No. 3353290		10	2225-2230
	Exhibit 48: *Deed of Trust, Fixture Filing and Security Agreement* by and between the Willard Plaintiffs and South Valley National Bank dated February 21, 2006 regarding the Virginia Property, recorded February 24, 2006 in the Washoe County Recorder's Office as Doc. No. 3353292		10	2231-2248
	Exhibit 49: Proposed *First Amendment to Lease Agreement* regarding the Virginia Property sent to the Willard Plaintiffs in October 2006		10	2249-2251

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(cont 30)	Exhibit 50: *Assignment of Entitlements, Contracts, Rents and Revenues* by and between Berry-Hinckley Industries and First National Bank of Nevada dated June 29, 2007 regarding the Virginia Property, recorded February 24, 2006 in the Washoe County Recorder's Office as Doc. No. 3551284		10	2252-2264
	Exhibit 51: *UCC Financing Statement* regarding the Virginia Property, recorded July 5, 2007 in the Washoe County Recorder's Office as Doc. No 3551285		10	2265-2272
	Exhibit 52: Sales brochure for the Virginia Property prepared by Daniel Gluhaich for marketing purposes in 2012		10	2273-2283
31.	Defendants'/Counterclaimants' Opposition to Larry Willard and Overland Development Corporation's Motion for Summary Judgment – Oral Arguments Requested	11/13/17	10	2284-2327
	Exhibit 1: Declaration of Brian R. Irvine		10	2328-2334
	Exhibit 2: December 12, 2014, Plaintiffs Initial Disclosures		10	2335-2342
	Exhibit 3: February 12, 2015 Letter		10	2343-2345
	Exhibit 4: Willard July 2015 Interrogatory Responses, First Set		10	2346-2357
	Exhibit 5: August 28, 2015, Letter		11	2358-2369
	Exhibit 6: March 3, 2016, Letter		11	2370-2458
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	Exhibit 8: April 20, 2016, Letter		11	2551-2577
	Exhibit 9: December 2, 2016, Expert Disclosure of Gluhaich		11	2578-2586

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	Exhibit 11: December 9, 2016 Email		11	2594-2595
	Exhibit 12: December 23, 2016 Email		11	2596-2599
	Exhibit 13: December 27, 2016 Email		11	2600-2603
	Exhibit 14: February 3, 2017, Letter		12	2604-2631
	Exhibit 15: Willard Responses to Defendants' First Set of Requests for Production of Documents		12	2632-2641
	Exhibit 16: April 1, 2016 Email		12	2642-2644
	Exhibit 17: May 3, 2016 Email		12	2645-2646
	Exhibit 18: June 21, 2016 Email Exchange		12	2647-2653
	Exhibit 19: July 21, 2016 Email		12	2654-2670
	Exhibit 20: Defendants' First Set of Interrogatories on Willard		12	2671-2680
	Exhibit 21: Defendants' Second Set of Interrogatories on Willard		12	2681-2691
	Exhibit 22: Defendants' First Requests for Production on Willard		12	2692-2669
	Exhibit 23: Defendants' Second Request for Production on Willard		12	2700-2707
	Exhibit 24: Defendants' Third Request for Production on Willard		12	2708-2713
	Exhibit 25: Defendants Requests for Admission to Willard		12	2714-2719
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	Exhibit 30: Declaration of G. Gordon		12	2774-2776
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32.	Defendants'/Counterclaimants' Motion to Strike and/or Motion in Limine to Exclude the Expert Testimony of Daniel Gluhaich	11/14/17	12	2781-2803
	Exhibit 1: Plaintiffs' Initial Disclosures		12	2804-2811
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	Exhibit 25: Defendants' Second Set of Interrogatories on Wooley		15	3481-3490
	Exhibit 26: Defendants' First Request for Production of Documents on Wooley		15	3491-3498
	Exhibit 27: Defendants' Second Request for Production of Documents on Wooley		15	3499-3506
	Exhibit 28: Defendants' Third Request for Production of Documents on Wooley		15	3507-3512
	Exhibit 29: Defendants' Requests for Admission on Wooley		15	3513-3518
	Exhibit 30: Defendants' First Set of Interrogatories on Willard		15	3519-3528
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38.	Notice of Non-Opposition to Defendants/Counterclaimants' Motion for Partial Summary Judgment	12/07/17	16	3581-3584
39.	Order Granting Defendants/ Counterclaimants' Motion for Sanctions [Oral Argument Requested]	01/04/18	16	3585-3589
40.	Order Granting Defendants/ Counterclaimants' Motion to Strike and/or Motion in Limine to Exclude the Expert Testimony of Daniel Gluhaich	01/04/18	16	3590-3594
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44.	Findings of Fact, Conclusions of Law, and Order on Defendants' Motion for Sanctions	03/06/18	16	3607-3640
45.	Notice of Entry of Findings of Facts, Conclusions of Law and Order	03/06/18	16	3641-3644
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52.	Willard Plaintiffs' Rule 60(b) Motion for Relief	04/18/18	16	3675-3692
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53.	Opposition to Rule 60(b) Motion for Relief	05/18/18	17	3799-3819
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	Exhibit 8: Email correspondence Between Jonathan Tew, Richard Williamson and Brian Moquin dated April 2 through April 13, 2018		17	3990-3994
	Exhibit 9: Letter from Richard Williamson to Brian Moquin dated May 14, 2018		17	3995-3997
	Exhibit 10: Email correspondence between Larry Willard and Brian Moquin dated May 23 through May 28, 2018		17	3998-4000
	Exhibit 11: Notice of Withdrawal of Local Counsel		17	4001-4004
55.	Order re Request for Entry of Judgment	06/04/18	17	4005-4009

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56.	Motion to Strike, or in the Alternative, Motion for Leave to File Sur-Reply	06/06/18	17	4010-4018
	Exhibit 1: Sur-Reply in Support of Opposition to the Willard Plaintiffs' Rule 60(b) Motion for Relief		17	4019-4036
57.	Opposition to Defendants' Motion to Strike, or in the Alternative, Motion for Leave to File Sur-Reply	06/22/18	18	4037-4053
58.	Reply in Support of Motion to Strike, or in the Alternative, Motion for Leave to File Sur-Reply	06/29/18	18	4054-4060
59.	Order Denying Plaintiffs' Rule 60(b) Motion for Relief	11/30/18	18	4061-4092
60.	Notice of Entry of Order re Order Denying Plaintiffs' Rule 60(b) Motion for Relief	12/03/18	18	4093-4096
	Exhibit 1: Order Denying Plaintiffs' Rule 60(b) Motion for Relief		18	4097-4129
61.	Judgment	12/11/18	18	4130-4132
62.	Notice of Entry of Order re Judgment	12/11/18	18	4133-4136
	Exhibit 1: December 11, 2018 Judgment		18	4137-4140
63.	Notice of Appeal	12/28/18	18	4141-4144
	Exhibit 1: Finding of Fact, Conclusion of Law, and Order on Defendants' Motions for Sanctions, entered March 6, 2018		18	4145-4179
	Exhibit 2: Order Denying Plaintiffs' Rule 60(b) Motion for Relief, entered November 30, 2018		18	4180-4212
	Exhibit 3: Judgment, entered December 11, 2018		18	4213-4216

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64.	Transcript of Proceedings – Status Hearing	08/17/15	18	4217-4234
65.	Transcript of Proceedings - Hearing on Motion for Partial Summary Judgment	01/10/17	19	4235-4303
66.	Transcript of Proceedings - Pre-Trial Conference	12/12/17	19	4304-4331
67.	Transcript of Proceedings - Oral Arguments – Plaintiffs' Rule 60(b) Motion (condensed)	09/04/18	19	4332-4352
ADDITIONAL DOCUMENTS				
68.	Order Granting Defendants' Motion for Partial Summary Judgment [Oral Argument Requested][1]	01/04/18	19	4353-4357

[1] This document was inadvertently omitted earlier. It was added here because al of the other papers in the 19-volume appendix had already been numbered.

EXHIBIT 25

EXHIBIT 25

stewart title

Rick Calwell

Stewart Title Company
5335 Kietzke Ln
Ste 110
Reno, NV 89511

Updated

PRELIMINARY REPORT

Our Order No.: 01415-6454

Proposed Buyer/Borrower:

Seller: Overland Development Corporation, Inc., a California corporation and Larry J. Willard

Property Address: 7693 S Virginia Street, Reno, NV 89511

Today's Date: January 13, 2014

In response to the above referenced application for a policy of title insurance, Stewart Title Guaranty Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Rick Calwell,

Dated as of January 06, 2014 at 7:30 a.m.

When replying, please contact:

NorCal Escrow Solutions, Inc
Lucinda or Jackie (408) 842-1760
7671 Eigleberry Street
Gilroy, CA 95020

A.App.1988

Order Number: 01415-6454

PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

☒ 2006 ALTA Owner's Policy - Standard

☐ 2006 ALTA Owner's Policy - Extended

☐ 1998 ALTA Homeowners Plus Insurance Policy

☐ ALTA Short Form Residential Loan Policy 2006

☐ 2006 ALTA Loan Policy - Standard

☐ 2006 ALTA Loan Policy - Extended

☐ Preliminary Report Only

☐

☐

SCHEDULE A

The estate or interest in the land hereinafter described or referred to covered by this report is:

a Fee

Title to said estate or interest at the date hereof is vested in:

Overland Development Corporation, Inc., a California corporation as to an undivided 41% interest and Larry J. Willard, Trustee of the Larry James Willard Trust dated November 14, 1987 as to an undivided 59% interest as tenants in common

LEGAL DESCRIPTION

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

Parcel 1:

The land referred to herein situated in the City of Reno, County of Washoe, State of Nevada, located within a portion of the South 1/2 of the Northwest 1/4 of Section 6, Township 18 North, Range 20 East, M.D.M., and being more particularly described as follows:

Commencing at the South corner of Parcel C a found nail and tag on a fence post, as shown on Parcel Map No. 218, File No. 388954, as on file in the County Recorder's Office of Washoe County, Nevada; thence North 00°15'56" East a distance of 579.25 feet to the northerly side of Longley Lane; thence along said northerly line South 69°21'09" West, a distance of 21.41 feet to the True Point of Beginning:

thence leaving said northerly line of Longley Lane North 00°16'56" East, a distance of 406.67 feet; thence South 89°40'18" East, a distance of 275.76 feet to the westerly side of South Virginia Street and the northeasterly corner of the parcel of land as shown on Record of Survey Map No. 2887, File No. 1902006, on file in the County Recorder's Office of Washoe County, Nevada; thence along said westerly line of South Virginia Street South 20°39'19" East a distance of 221.13 feet to the beginning of a curve to the right; thence along said curve a distance of 94.26 feet, a central angel of 90°00'28" and a radius of 60.0 feet to the northerly side of Longley Lane; thence along said northerly line of Longley Lane South 69°21'19" West a distance of 342.78 feet to the True Point of Beginning.

Parcel 2:

a non-exclusive easement for ingress, egress and access by and for vehicular and pedestrian traffic and vehicle parking as set forth in that certain Mutual Parking and Access Agreement recorded April 12, 1995 in Book 4282, page 40 as Document No. 1885230 of Official Records, Washoe County Recorder's Office, Washoe County, Nevada.

The above description was obtained from Document No. 3353290.

Order Number: 01415-6454

SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. (a) Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the public records, (d) Indian tribal codes or regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.

3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

4. State, County and City 50,259.83
   PARCEL NO.: 043-011-47

1st installment of	$13,398.29 unpaid, delinquent 3rd Monday in August
2nd installment of	$12.690.04 unpaid, delinquent 1st Monday in October
3rd installment of	$12,085.75 unpaid, delinquent 1st Monday in January
4th installment of	$12,085.75 unpaid, delinquent 1st Monday in March

5. DELINQUENT TAXES: State, County and City Taxes for the fiscal year 2012 to 2013 delinquent in the amount of $13,293.61, plus penalties and Interest.

   (ACTUAL AMOUNTS TO BE DETERMINED AT CLOSE OF ESCROW)

6. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the NEVADA REVISED STATUTES.

7. Any Special Assessments which may be due and payable that are not assessed through the Washoe County Treasurers Office and are being billed by the entity where the parcel is located.

8. Any sewer liens which may be levied by the City of Reno for sewer use pursuant to Ordinance No. 1596, recorded January 27, 1966, under File No. 51096. Said code provides that the City Clerk must be notified of any transfer, conveyance or sale within a period of fifteen (15) days thereof. (Specific amounts may be obtained from the City of Reno License Department, Phone Number 334-2095.

9. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on the Parcel Map No. 218, referenced in the legal description contained herein.

   Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.

10. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.
    In Favor Of : Sierra Pacific Power Company and Bell Telephone Company of Nevada

For : underground anchors
Recorded : July 9, 1984
Book No. : 2037, Page 501
Document No. : 935638, of Official Records.

11. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.
In Favor Of : Sierra Pacific Power Company and Nevada Bell
For : overhead and underground electric distribution and communication facilities
Recorded : October 26, 1988
Book No. : 2818, page 743
Document No. : 1283438, of Official Records.

12. Terms and Conditions of a Mutual Parking and Access Agreement recorded April 12, 1995 in Book 4282, Page 40 as Document No. 1885230, Official Records of Washoe County, Nevada.

13. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.
In Favor Of : Airport Authority of Washoe County
For : perpetual avigation and height restrictions
Recorded : May 11, 1995
Book No. : 4300, Page 870
Document No. : 1892532, of Official Records.

14. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.
In Favor Of : The City of Reno
For : public use easement
Recorded : July 17, 1996
Book No. : 4624, Page 111
Document No. : 2012985, of Official Records.

15. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on the Record of Survey No. 3096.

    Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.

16. Any facts, matters or interests which would be disclosed by survey, physical inspection of the premises, and/or inquiry of the parties in possession.

17. DECLARATION OF RESTRICTIONS: Covenants, Conditions and Restrictions (but deleting restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin) unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons as contained in a Declaration of Restrictions recorded November 4, 1996, in Book 4713, Page 105, as Document No. 2044734, of Official Records.

18. DECLARATION OF RESTRICTIONS: Covenants, Conditions and Restrictions (but deleting restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin) unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons as contained in a Declaration of Restrictions recorded April 3, 1997, in Book 4828, Page 308, as Document No. 2085882, of Official Records.

19. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of	: Sam S. Jaksick, Jr.
For	: sewer pipes
Recorded	: April 3, 1997
Book No.	: 4828, Page 325
Document No.	: 2085883, of Official Records.

20. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of	: City of Reno
For	: sanitary sewer lines
Recorded	: June 1, 1998
Book No.	: 5258, Page 982
Document No.	: 2216496, of Official Records.

21. Easements, dedications, reservations, provisions, relinquishments, recitals, building set back lines, certificates, and any other matters as provided for or delineated on the Record of Survey Map No. 4004.

    Reference is hereby made to said Plat for particulars. If one is not included herewith, one will be furnished upon request.

22. Any unrecorded leases and rights of parties in possession under same that may be in affect as of the date of this preliminary report.

23. Deed of Trust, Assignment of Rents and Security Agreement: A Deed of Trust to secure an indebtedness of the amount stated herein, and any other amounts payable under the terms thereof.

Dated	: February 28, 2006
Amount	: $13,312,500.00
Trustor	: Overland Development Corporation, Inc., a California corporation and Larry J. Willard, individually and Larry J. Willard, Trustee of the Larry James Willard Trust dated November 14, 1987
Trustee	: T.D. Service Company, a California corporation
Beneficiary	: Telesis Community Credit Union, a California state chartered credit union
Recorded	: March 28, 2006
Document No.	: 3367072, Official Records

    Assignment of Leases and Rents, recorded March 28, 2006 as Document No. 3367073, Official Records.

    Lease Subordination, Non-Disturbance and Attornment Agreement recorded March 28, 2006 as Document No. 3367075 of Official Records.

24. FINANCING STATEMENT: The effect of a Financing Statement to secure an indebtedness of the amount stated herein and any other amounts as may become due under the terms and subject to the terms, covenants, conditions and requirements as contained and imposed therein.

Debtor	: Overland Development Corporation, Inc. and Larry J. Willard
Secured Party	: Telesis Community Credit Union
Recorded	: March 28, 2006
Document No.	: 3367074, of Official Records

    Continuation of UCC Financing Statement Amendment recorded January 3, 2011 as Document No. 3959517, of Official Records.

25. DEED OF TRUST: A Deed of Trust to secure an indebtedness of the amount stated herein, and any other amounts payable under the terms thereof.

Dated	: May 15, 2008
Amount	: $4,000,000.00

Trustor : Larry James Willard & Karin M. Willard, Larry James Willard Trust dated 11/14/1987 and Overland Development Inc.
Trustee : VAAM & Associates Inc.
Beneficiary : VAAM & Associates Inc.
Recorded : February 16, 2011
Document No. : 3974381, of Official Records.

26. The rights and interest of parties in possession of the premises described herein under any unrecorded leases and/or agreements, the terms and conditions of which are unknown.

27. EASEMENTS: Any easements not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.

28. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

NOTE: This preliminary Title Report is issued at the request of the parties ordering the same. It is not issued in connection with any escrow or other request for Title Insurance and is not intended for such use. The liability herein is limited to the amount paid for said report.

END OF EXCEPTIONS

Order Number: 01415-6454

REQUIREMENTS AND NOTES

1. Show that restrictions or restrictive covenants have not been violated.

2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be issued.

3. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.

4. Pay the premiums, fees and charges for the policy.

5. Pay all taxes, charges, and assessments affecting the land that are due and payable.

6. Documents satisfactory to us creating the interest in the land and the mortgage to be insured must be signed delivered and recorded.

7. Tell us in writing the name of any one not referred to in this Prelim who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

8. Record instrument(s) conveying or encumbering the estate or interest to be insured, briefly described:

   Documents necessary to close the within transaction

9. After the review of all the required documents, the Company reserves the right to add additional items and/or make additional requirements prior to the issuances of any policy of title insurance.

10. REQUIREMENT – BUYER(S) NAME(S): Additional requirements may be made when the Company is provided with COMPLETE Name and Status of Proposed Buyer/Lender.

11. The Company is not aware of any matters which would cause it to decline to attach an ALTA 9 (Restrictions, Encroachments, Minerals Endorsement) and an ALTA 22 (Location Endorsement), indicating that there is located on said land a commercial property known as 7693 and 7695 S. Virginia Street, Reno, Nevada, to an extended coverage policy.

END OF REQUIREMENTS AND NOTES

CLTA Preliminary Report Form Exhibit A (06-03-11)

CALIFORNIA LAND TITLE ASSOCIATION

STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division;
   f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
* For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or $2,500.00 (whichever is less)	$10,000.00
Covered Risk 18:	1% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 19:	1% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 21:	1% of Policy Amount or $2,500.00 (whichever is less)	$5,000.00

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
    - land use
    - improvements on the land
    - land division
    - environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
    - a notice of exercising the right appears in the public records
    - on the Policy Date
    - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:
    - that are created, allowed, or agreed to by you
    - that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
    - that result in no loss to you
    - that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:
    - to any land outside the area specifically described and referred to in Item 3 of Schedule A

    OR
    - in streets, alleys, or waterways that touch you land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.

6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. (a) taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   (b) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.

5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. a. Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
   b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting In no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.

6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.

8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

EXHIBIT 26

EXHIBIT 26

As reported on the attached financial statement, the underlying real property lease, in accord with Generally Accepted Accounting Principles ("GAAP"), has been classified as part operating lease and part capital lease, the latter resulting in interest expense versus rent expense. Further, the rent expense in the departmental profit/loss statement is less than the monthly lease payment as a result of amortizing a deferred rent credit, which was set-up in accordance with GAAP upon the purchase of the Company on July 2, 2007. As such, the attached figures do not reflect the actual cash rent paid in accordance with the lease agreement.

Berry Hinckley Industries
Store #831 - 7695 S. Virginia St., Reno
For the Twelve Months Ending December 31, 2012

	12/31/12		YTD	
Gas Sales	$602,230.83	89.81%	$7,978,346.32	90.03%
C-Store Sales	68,314.69	10.19%	883,737.97	9.97%
Total Sales	670,545.52	100.00%	8,862,084.29	100.00%
Gas Purchases	572,249.40	85.34%	7,558,796.48	85.29%
C-Store Purchases	51,392.89	7.66%	654,323.90	7.38%
Total Purchases	623,642.29	93.01%	8,213,120.38	92.68%
GROSS PROFIT	46,903.23	6.99%	648,963.91	7.32%
STATION EXPENSES				
Over and Shorts	36.94	0.01%	(211.82)	0.00%
Salaries and Wages	16,572.84	2.47%	180,567.45	2.04%
Payroll Taxes	2,316.09	0.35%	22,121.77	0.25%
W/C Insurance Expense	267.59	0.04%	3,139.66	0.04%
Telephone	406.07	0.06%	4,625.91	0.05%
Utilities - Electricity	4,645.44	0.69%	67,047.91	0.76%
Utilities - Gas	745.93	0.11%	8,682.15	0.10%
Utilities - Water	142.70	0.02%	3,467.26	0.04%
Utilities - Sewer	554.56	0.08%	6,621.20	0.07%
Utilities - Garbage	390.00	0.06%	4,680.00	0.05%
Rent	12,768.16	1.90%	152,553.93	1.72%
Equipment Rental	0.00	0.00%	(150.00)	0.00%
Sta. General Operating Expense	1,561.29	0.23%	24,879.85	0.28%
Uniforms	172.54	0.03%	2,075.78	0.02%
Supplies	977.90	0.15%	14,352.87	0.16%
Credit Card Collection Fees	10,794.83	1.61%	139,011.46	1.57%
Repair and Maintenance	3,374.93	0.50%	25,349.94	0.29%
R&M - Store Equipment	386.53	0.06%	6,145.18	0.07%
R&M - Gas Equipment	749.00	0.11%	12,177.67	0.14%
R&M - Plumbing	0.00	0.00%	852.88	0.01%
R&M - Landscaping	295.00	0.04%	3,035.04	0.03%
Real Estate Tax	1,060.04	0.16%	15,248.37	0.17%
Business Licenses	1,178.43	0.18%	9,584.12	0.11%
Station Insurance Expense	724.12	0.11%	10,307.01	0.12%
Employee Health Insurance	1,398.29	0.21%	16,477.49	0.19%
Advertising	300.00	0.04%	3,600.00	0.04%
Total Expenses	61,819.22	9.22%	736,243.08	8.31%
Net Profit/(Loss) Before Depr, Rent Inc. & Other Items	(14,915.99)	(2.22%)	(87,279.17)	(0.98%)
Gaming Rental Income	5,000.00	0.75%	60,000.00	0.68%
Other Sta. Income	694.64	0.10%	9,266.63	0.10%
Other Income - Chev Gift Cards	14.75	0.00%	169.76	0.00%
Other Income - BHN Gift Cards	20.05	0.00%	278.53	0.00%
Total Income	(9,186.55)	(1.37%)	(17,564.25)	(0.20%)
Interest Expense	12,155.07	1.81%	148,516.65	1.68%
Depreciation	11,183.63	1.67%	134,226.66	1.51%
NET PROFIT / (LOSS)	(32,525.25)	(4.85%)	(300,307.56)	(3.39%)

Gasoline Gross Profit %	4.98%	5.26%
C-Store Gross Profit %	24.77%	25.96%
Gasoline Gallons Sold	167,687	1,996,729
WAM	0.1788	0.2101

Berry Hinckley Industries
Car Wash #832 - 7695 S. Virginia St., Reno
For the Twelve Months Ending December 31, 2012

	12/31/12		YTD	
Miscellaneous Sales	$133.67	0.40%	$6,736.57	0.88%
Car Wash Sales - Wash	28,662.84	86.50%	619,782.90	81.40%
Car Wash Sales - Detail	4,341.10	13.10%	134,867.10	17.71%
Total Sales	33,137.61	100.00%	761,386.57	100.00%
Miscellaneous Purchases	0.00	0.00%	439.40	0.06%
Total Purchases	0.00	0.00%	439.40	0.06%
GROSS PROFIT	33,137.61	100.00%	760,947.17	99.94%
STATION EXPENSES				
Over and Shorts	6.78	0.02%	(246.44)	(0.03%)
Salaries and Wages	24,115.05	72.77%	419,621.38	55.11%
Payroll Taxes	4,278.96	12.91%	59,574.13	7.82%
W/C Insurance Expense	898.20	2.71%	12,924.72	1.70%
Telephone	72.69	0.22%	586.63	0.08%
Utilities - Electricity	219.75	0.66%	2,722.44	0.36%
Utilities - Gas	60.81	0.18%	928.03	0.12%
Utilities - Water	774.15	2.34%	12,344.06	1.62%
Utilities - Sewer	1,109.12	3.35%	13,242.41	1.74%
Utilities - Garbage	65.00	0.20%	780.00	0.10%
Rent	21,432.26	64.68%	256,072.57	33.63%
Sta. General Operating Expense	208.85	0.63%	5,035.35	0.66%
Car Wash Chemicals	1,719.77	5.19%	37,328.55	4.90%
Supplies	500.93	1.51%	23,036.29	3.03%
Credit Card Collection Fees	762.74	2.30%	13,061.04	1.72%
Repair and Maintenance	953.34	2.88%	18,268.58	2.40%
R&M - Car Wash Equipment	8.34	0.03%	3,607.10	0.47%
R&M - Plumbing	0.00	0.00%	90.00	0.01%
Customer Damage	0.00	0.00%	17,356.70	2.28%
Real Estate Tax	1,779.35	5.37%	22,909.73	3.01%
Business Licenses	55.24	0.17%	806.93	0.11%
Station Insurance Expense	686.58	2.07%	9,772.41	1.28%
Employee Health Insurance	1,258.04	3.80%	13,987.38	1.84%
Advertising	0.00	0.00%	8,643.18	1.14%
Total Expenses	60,965.95	183.98%	952,453.17	125.09%
Net Profit/(Loss) Before Depr. Rent Inc. & Other Items	(27,828.34)	(83.98%)	(191,506.00)	(25.15%)
Total Income	(27,828.34)	(83.98%)	(191,506.00)	(25.15%)
Interest Expense	20,403.15	61.57%	249,295.76	32.74%
Depreciation	3,305.83	9.98%	39,740.42	5.22%
NET PROFIT / (LOSS)	(51,537.32)	(155.53%)	(480,542.18)	(63.11%)

Berry Hinckley Industries
Lube #834 - 7699 S. Virginia St., Reno
For the Twelve Months Ending December 31, 2012

	12/31/12		YTD	
Oil Sales	$31,020.62	82.18%	$431,933.10	74.59%
Miscellaneous Sales	4,383.98	11.61%	105,470.13	18.21%
Lube Sales - Emissions	2,344.05	6.21%	41,687.87	7.20%
Total Sales	37,748.65	100.00%	579,091.10	100.00%
Oil Purchases	4,918.00	13.03%	64,305.79	11.10%
Miscellaneous Purchases	1,095.42	2.90%	27,416.29	4.73%
Purchase - Smog Certificates	720.00	1.91%	12,480.00	2.16%
Purchase - Bulk Oil	4,499.01	11.92%	69,166.95	11.94%
Purchase - Filters	2,042.73	5.41%	32,637.45	5.64%
Total Purchases	13,275.16	35.17%	206,006.48	35.57%
GROSS PROFIT	24,473.49	64.83%	373,084.62	64.43%
STATION EXPENSES				
Over and Shorts	(159.66)	(0.42%)	(334.69)	(0.06%)
Salaries and Wages	11,042.81	29.25%	140,066.49	24.19%
Payroll Taxes	1,589.13	4.21%	17,109.85	2.95%
W/C Insurance Expense	189.22	0.50%	2,482.64	0.43%
Telephone	69.51	0.18%	477.59	0.08%
Utilities - Electricity	0.00	0.00%	2,502.63	0.43%
Utilities - Gas	280.54	0.74%	1,147.71	0.20%
Utilities - Water	28.71	0.08%	517.64	0.09%
Utilities - Sewer	183.52	0.49%	2,207.07	0.38%
Utilities - Garbage	195.00	0.52%	2,340.00	0.40%
Rent	4,560.07	12.08%	54,483.67	9.41%
Equipment Rental	(12.00)	(0.03%)	96.00	0.02%
Sta. General Operating Expense	633.10	1.68%	7,430.70	1.28%
Uniforms	92.90	0.25%	1,681.16	0.29%
Supplies	499.94	1.32%	7,156.61	1.24%
Credit Card Collection Fees	606.75	1.61%	9,500.62	1.64%
Repair and Maintenance	87.05	0.23%	2,414.40	0.42%
R&M - Plumbing	195.50	0.52%	195.50	0.03%
R&M - Lube Equipment	214.67	0.57%	4,234.26	0.73%
Customer Damage	0.00	0.00%	535.54	0.09%
Real Estate Tax	378.59	1.00%	4,633.19	0.80%
Business Licenses	72.68	0.19%	762.33	0.13%
Station Insurance Expense	549.32	1.46%	8,068.89	1.39%
Employee Health Insurance	928.57	2.46%	10,195.49	1.76%
Advertising	0.00	0.00%	8,643.18	1.49%
Total Expenses	22,225.92	58.88%	288,548.47	49.83%
Net Profit/(Loss) Before Depr, Rent Inc, & Other Items	2,247.57	5.95%	84,536.15	14.60%
Other Sta. Income	0.00	0.00%	10,688.10	1.85%
Total Income	2,247.57	5.95%	95,224.25	16.44%
Interest Expense	4,341.10	11.50%	53,041.65	9.16%
Depreciation	1,396.26	3.70%	16,551.37	2.86%
Lube Coupon Washes	1,600.00	4.24%	40,784.00	7.04%
NET PROFIT / (LOSS)	(5,089.79)	(13.48%)	(15,152.77)	(2.62%)

EXHIBIT 27

EXHIBIT 27

Washoe County Treasurer
Tammi Davis

Washoe County Treasurer
P.O. Box 30039, Reno, NV 89520-3039
ph: (775) 328-2510 fax: (775) 328-2500
Email: tax@washoecounty.us

Bill Detail

Back to Account Detail | Change of Address | Print this Page

Washoe County Parcel Information

Parcel ID	Status	Last Update
04301147	Active	4/21/2017 2:11:01 AM

Current Owner:
LONGLEY PARTNERS LLC
1200 FINANCIAL BLVD
RENO, NV 89502

SITUS:
7693 S VIRGINIA ST
RENO NV

Taxing District
1000

Geo CD:

Legal Description

SubdivisionName _UNSPECIFIED Lot FR A&B Range 20 Township 18

Installments

Period	Due Date	Tax Year	Tax	Penalty/Fee	Interest	Total Due
INST 1	8/20/2012	2012	$0.00	$0.00	$0.00	$0.00
INST 2	10/1/2012	2012	$0.00	$0.00	$0.00	$0.00
INST 3	1/7/2013	2012	$0.00	$0.00	$0.00	$0.00
INST 4	3/4/2013	2012	$0.00	$0.00	$0.00	$0.00
		Total Due:	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Tax Detail

	Gross Tax	Credit	Net Tax
City of Reno	$12,318.84	$0.00	$12,318.84
Remediation	$242.62	$0.00	$242.62
State of Nevada	$2,181.92	$0.00	$2,181.92
Washoe County	$17,862.19	$0.00	$17,862.19
Washoe County Sc	$14,612.42	$0.00	$14,612.42
Water District	$10.00	$0.00	$10.00
Truckee Mdw Ungr Water	$5.13	$0.00	$5.13
Total Tax	**$47,233.12**	**$0.00**	**$47,233.12**

Payment History

Tax Year	Bill Number	Receipt Number	Amount Paid	Last Paid
2012	423775	U12.12250	$12,001.60	8/17/2012
2012	423775	U12.21716	$11,743.84	10/3/2012
2012	423775	U12.32743	$11,743.84	1/4/2013
2012	423775	U13.45193	$13,489.34	3/6/2014

Pay By Check

Please make checks payable to:
WASHOE COUNTY TREASURER

Mailing Address:
P.O. Box 30039
Reno, NV 89520-3039

Overnight Address:
1001 E. Ninth St., Ste D140
Reno, NV 89512-2845

Change of Address

All requests for a mailing address change must be submitted in writing, including a signature (unless using the online form).

To submit your address change online click here

Address change requests may also be faxed to:
(775) 328-2500

Address change requests may also mailed to: Washoe County Treasurer
P O Box 30039
Reno, NV 89520-3039

The Washoe County Treasurer's Office makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. If you have any questions, please contact us at (775) 328-2510 or tax@washoecounty.us

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EXHIBIT 28

EXHIBIT 28

Washoe County Treasurer
Tammi Davis

Washoe County Treasurer
P.O. Box 30039, Reno, NV 89520-3039
ph: (775) 328-2510 fax: (775) 328-2500
Email: tax@washoecounty.us

Bill Detail

Back to Account Detail | Change of Address | Print this Page

Washoe County Parcel Information

Parcel ID	Status	Last Update
04301147	Active	4/21/2017 2:11:01 AM

Current Owner:
LONGLEY PARTNERS LLC
1200 FINANCIAL BLVD
RENO, NV 89502

SITUS:
7693 S VIRGINIA ST
RENO NV

Taxing District
1000

Geo CD:

Legal Description

SubdivisionName _UNSPECIFIED Lot FR A&B Range 20 Township 18

Installments

Period	Due Date	Tax Year	Tax	Penalty/Fee	Interest	Total Due
INST 1	8/19/2013	2013	$0.00	$0.00	$0.00	$0.00
INST 2	10/7/2013	2013	$0.00	$0.00	$0.00	$0.00
INST 3	1/6/2014	2013	$0.00	$0.00	$0.00	$0.00
INST 4	3/3/2014	2013	$0.00	$0.00	$0.00	$0.00
		Total Due:	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Tax Detail

	Gross Tax	Credit	Net Tax
City of Reno	$12,677.49	$0.00	$12,677.49
Remediation	$188.14	$0.00	$188.14
State of Nevada	$2,245.44	$0.00	$2,245.44
Washoe County	$18,382.23	$0.00	$18,382.23
Washoe County Sc	$15,037.84	$0.00	$15,037.84
Water District	$10.00	$0.00	$10.00
Truckee Mdw Ungr Water	$8.12	$0.00	$8.12
Total Tax	**$48,549.26**	**$0.00**	**$48,549.26**

Payment History

Tax Year	Bill Number	Receipt Number	Amount Paid	Last Paid
2013	646988	U13.45193	$52,447.64	3/6/2014

Pay By Check

Please make checks payable to:
WASHOE COUNTY TREASURER

Mailing Address:
P.O. Box 30039
Reno, NV 89520-3039

Overnight Address:
1001 E. Ninth St., Ste D140
Reno, NV 89512-2845

Change of Address

All requests for a mailing address change must be submitted in writing, including a signature (unless using the online form).

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P O Box 30039
Reno, NV 89520-3039

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EXHIBIT 29

EXHIBIT 29

Entered on Docket
September 30, 2013
GLORIA L. FRANKLIN, CLERK
U.S BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

Stanley A. Zlotoff
State Bar No. 073283
Attorney at Law
300 S. First St. Suite 215
San Jose, CA 95113

Telephone (408) 287-1313
Facsimile (408) 287-7645

Attorney for Debtor

The following constitutes
the order of the court. Signed September 30, 2013

Charles Novack
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re:	) Chapter 11
	)
Larry James Willard,	) Case No. 13-53293 CN
	)
Debtor.	) Date: September 6, 2013
	) Time: 2:00 p.m.
	)
	)
	/

ORDER OF CASE DISMISSAL

Debtor's Motion to Dismiss came on for hearing on September 6, 2013, before the Honorable Charles Novack. Debtor was represented by Stanley Zlotoff and the U.S. Trustee was represented by John S. Wesolowski. The court having reviewed the pleadings, files, and records, and noting that no one opposed the relief requested, and good cause appearing;

IT IS HEREBY ORDERED that this case is dismissed.

Approved:

BHI-WW04051

/sJohn S. Wesolowsi

END OF ORDER

Case: 13-53293 Doc# 47 Filed: 09/30/13 Entered: 09/30/13 13:20:44 Page 2 of 3

COURT SERVICE LIST

Case: 13-53293 Doc# 47 Filed: 09/30/13 Entered: 09/30/13 13:20:44 Page 3 of 3

Form DOC

UNITED STATES BANKRUPTCY COURT
Northern District of California

In Re: Larry James Willard	Case No.: 13−53293 CN 11
Debtor(s)	Chapter: 11

NOTICE OF DISMISSAL OF CASE

Notice is given that an order was filed on 9/30/13 dismissing the above−captioned case.

Dated: 9/30/13

For the Court:

Gloria L. Franklin
Clerk of Court
United States Bankruptcy Court

Doc # 47

BHI-WW04054

Notice Recipients

District/Off: 0971−5	User: rrombawa	Date Created: 9/30/2013
Case: 13−53293	Form ID: DOC	Total: 45

Recipients submitted to the BNC (Bankruptcy Noticing Center) without an address:

acc	Mitra Ehsanipour

TOTAL: 1

Recipients of Notice of Electronic Filing:

ust	Office of the U.S. Trustee / SJ	USTPRegion17.SJ.ECF@usdoj.gov
aty	Emily S. Keller	emily.s.keller@usdoj.gov
aty	Stanley A. Zlotoff	zlotofflaw@gmail.com
aty	Thomas Caudill	law.caudill@sbcglobal.net

TOTAL: 4

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	Larry James Willard 826 Vanderbilt Place San Diego, CA 92103
reqntc	National Credit Union Administration Board, acting in its capacity as Liquidating Agent for Telesis Community Credit Union The Law Office of Thomas Caudill 1025 N. Fourth Street San Jose, CA 95112
smg	IRS P.O. Box 7346 Philadelphia, PA 19101−7346
smg	State Board of Equalization Attn: Special Procedures Section, MIC:55 P.O. Box 942879 Sacramento, CA 94279
smg	CA Employment Development Dept. Bankruptcy Group MIC 92E P.O. Box 826880 Sacramento, CA 94280−0001
smg	CA Franchise Tax Board Attn: Special Procedures P.O. Box 2952 Sacramento, CA 95812−2952
smg	IRS P.O. Box 7346 Philadelphia, PA 19101−7346
13294678	Alan and Sharon Soccy 301 Mission Street, Suite 7F San Francisco, CA 94105
13294923	Alan and Sharon Soccy 301 Mission Street, Suite 7F San Francisco, CA 94105
13294679	Albright, Stoddard, Warnick &Albright 801 S. Rancho Drive, Building D Las Vegas, NV 89106
13294680	Assn. of Apt. Owners c/o Kahili Makai Holdings, LLC P.O. Box 915 Hanalei, HI 96714
13294681	Association of Apt. Owners c/o Jessie B. Hill, Trustee P.O. Box 616 Kilauea, HI 96754
13294682	Bank of Hawaii P.O. Box 2906 Honolulu, HI 96846−1000
13366468	Bank of Hawaii Susan Tius, Esq., Rush Moore LLP 735 Bishop Street # #2400 Honolulu, HI 96813
13294683	Bank of the West P.O. Box 4024 Alameda, CA 94501−0424
13294924	Bank of the West P.O. Box 4024 Alameda, CA 94501−0424
13452030	Baseline Financial Services Inc. P.O. Box 8510 San Jose, CA 95155
13294684	Business Partners, LLC P.O. Box 843458 Los Angeles, CA 90084−3458
13294925	Business Partners, LLC P.O. Box 843458 Los Angeles, CA 90084−3458
13294685	Caine &Weiner P.O. Box 5010 Woodland Hills, CA 91365−5010
13294926	County of Kauai Real Property Collections Division 4444 Rice Street, Suite 463 Lihue, HI 96766
13294686	County of Kauai Real Property Collections Division 4444 Rice Street, Suite 463 Lihue, HI 96766
13409170	Gordon Silver, c/o John P. Desmond, Esq. 100 West Liberty Street, Suite 940 Reno, Nevada 89501
13294687	Hyundai Motor Co. P.O. Box 7204 Pasadena, CA 91109−2304
13294927	Hyundai Motor Co. P.O. Box 7204 Pasadena, CA 91109−2304
13308056	Internal Revenue Service P O Box 7346 Philadelphia, P A 19101−7346
13294688	Karin M. Willard 751 N. Edinburgh Ave., Apt. 3 Los Angeles, CA 90046−7021
13294689	L.Steven Goldblatt, esq. 22 Martin Street Gilroy, CA 95020
13294690	Mahnaz Khazen c/l Vaam and Associates 3165 Olin Avenue San Jose, CA 95117
13294928	Mahnaz Khazen c/l Vaam and Associates 3165 Olin Avenue San Jose, CA 95117
13305058	NATIONAL CREDIT UNION ADMINISTRATION BOARD, acting in its capacity as Liquidating Ag TELESIS COMMUNITY CREDIT UNION c/o The Law Offices of Thomas Caudill 1025 North Fourth Street San Jose, CA 95112−4942
13294691	Rush Moore, LLP Caroline S. Otani, esq. 737 Bishop Street, Suite 2400 Honolulu, HI 96813
13294929	Santa Barbara Bank &Trust P.O. Box 60839 Santa Barbara, CA 93160−0839
13294692	Santa Barbara Bank &Trust P.O. Box 60839 Santa Barbara, CA 93160−0839
13294693	Santa Clara County Tax Collector 70 W. Hedding Street, East Wing San Jose, CA 95110
13294930	Santa Clara County Tax Collector 70 W. Hedding Street, East Wing San Jose, CA 95110
13294931	Specialized Loan Servicing, LLC P.O. Box 636005 Littleton, CO 80163−6005
13294694	Specialized Loan Servicing, LLC P.O. Box 636005 Littleton, CO 80163−6005
13294695	Vaam and Associates, Inc. 3165 Olin Avenue San Jose, CA 95117
13363552	Washoe County Tax Assessor P.O. Box 11130 Reno, NV 89520−0027

TOTAL: 40

EXHIBIT 30

EXHIBIT 30

INVOICE

Santiago Landscape & Maintenance
Rain or shine 24/7

1510 Model WAY
Reno, NV 89502
(775) 826-9765 Office (775) 826-1087 Fax
rainorshine247@sbcglobal.net

INVOICE NO. 10848
DATE October 24, 2013

TO
Larry Willard
826 Vanderbilt
San Diego 92103

JOB ADDRESS	PAYMENT TERMS	DUE DATE
7699 S. Virginia (winners corner)	Due upon receipt	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Prunning of trees, trimming of shrubs, removal of weeds, mowing of grass and clear of all debris.	$ 1,000.00	$ 1,000.00
1	0	$ -	$ -
		SUBTOTAL	$ 1,000.00
		SALES TAX	
		TOTAL	**$ 1,000.00**

PAYMENT	DATE	AMOUNT		
1	-	**$0.00**	**BALANCE**	$ 1,000.00
2	-	**$0.00**	**BALANCE**	$ 1,000.00
3	-	**$0.00**	**BALANCE**	$ 1,000.00
4	-	**$0.00**	**BALANCE**	$ 1,000.00

EXHIBIT 31

EXHIBIT 31

David A. Stefan
Real Estate Appraiser & Consultant

Airport Center
1281 Terminal Way, Suite 205
Reno, Nevada 89502

AN APPRAISAL
PREPARED IN AN APPRAISAL REPORT
OF THE MIXED USE PROPERTY
LOCATED AT
7693 SOUTH VIRGINIA STREET,
RENO, WASHOE COUNTY, NEVADA
AS OF FEBRUARY 10, 2014

David A. Stefan
Real Estate Appraiser & Consultant

Airport Center
1281 Terminal Way, Suite 205
Reno, Nevada 89502

February 11, 2014

Mr. Nate Stehura
Vice President
2330 South Virginia Street, 3rd Floor
Reno, NV 89510

Dear Mr. Stehura:

Pursuant to your request, I have prepared an appraisal report of the Mixed Use Property located at 7693 South Virginia Street, Reno, Washoe County, Nevada.

Currently, the subject property consists of a Convenience Store with Car Wash, a fast food rental suite, a mini lube facility and an office building. The site consists of 2.57± acres or 111,949.20± square feet according to the records of the Washoe County Assessor's Office.

The property is currently occupied vacant as the current ownership closed down the facility some 8-9 months ago. Pursuant to your engagement letter dated January 29, 2014, you have asked that I provide you the Fee Simple interest in its "As-Is" condition, it's "As-Completed" condition, which will consider construction of tenant improvements, and an "Insurable" value.

It is my opinion that this analysis conforms to my understanding of the guidelines set forth by the Uniformed Standards of Professional Appraisal Practice. The value conclusions are prior to any outstanding debt or similar encumbrances and are subject to my Limiting Conditions contained herein.

As a result of my investigation and analysis summarized within this report, and subject to all of the assumptions and limiting conditions contained herein, it is this appraiser's opinion that the subject property had the following value as of February 10, 2014

"As Is": (Fee Simple)	$4,270,000
"As Completed" (Fee Simple)	$5,020,000*
Insurable Value:	$2,800,000

Sincerely,

David A. Stefan
Certified General Appraiser
State of Nevada
Certification No A.0000072-CG

DAS

* Subject to Hypothetical Condition page 13

Phone (775)323-6400 Estim8r1234@aol.com

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Addenda

- Purchase Agreement
- Engagement Letter
- Qualifications of Appraiser
- Certification of Appraiser

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROJECT TYPE:	Mixed Use
ADDRESS:	7693 South Virginia Street, Reno, Washoe County, Nevada
ASSESSOR'S PARCEL NO.:	043-011-47
RECORD OWNER:	Overland Development Corp. et al
LAND AREA:	2.57± acres or 111,949.20± Square Feet (Per County Parcel Map)
IMPROVEMENTS:	Gross Building Area: C-store/Carwash/Fast Food: 11,865±SF Mini Lube: 2,387±SF Office: 4,200±SF
HIGHEST AND BEST USE:	Retail Commercial
INTENDED USER:	Heritage Bank of Nevada
INTENDED USE	Loan Underwriting
INTEREST APPRAISED:	Fee Simple
DATE OF VALUE:	February 10, 2014
DATE OF REPORT:	February 11, 2014

FINAL VALUE CONCLUSIONS:

"As- Is" (Fee Simple)	**$4,270,000**
"AS- Complete" (Fee Simple)	**$5,020,000***
INSURABLE VALUE	**$2,800,000**

ESTIMATED EXPOSURE/MARKET TIME: 12 months

* Subject to Hypothetical Conditions page 13

AN APPRAISAL REPORT – COMPLETE APPRAISAL

This is an appraisal report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the 2014-2015 Uniform Standards of Professional Appraisal Practice. As such, there is no longer a summary report however this appraisal report presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. The depth of discussion contained in this report is specific to the needs of the client and to the intended use stated below. This appraiser is not responsible for unauthorized use of this report.

CLIENT: Mr. Nate Stehura
Vice President
Heritage Bank
2330 S. Virginia Street 3rd Floor
Reno, NV 89510

APPRAISER: David A. Stefan
Certified General Appraiser
State of Nevada
Certification No. A.0000072-CG

David A. Stefan
Real Estate Appraiser & Consultant
1281 Terminal Way, Suite 205
Reno, NV 89502

SUBJECT: Mixed Use Property located at 7693 South Virginia Street, Reno, Washoe County, Nevada

PURPOSE OF THE APPRAISAL: The purpose of this appraisal is to provide the appraiser's best estimate of the market value of the subject property as of the effective date. ***Market value*** is defined by the regulatory agencies of federal financial institutions as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1) the buyer and seller are typically motivated;
2) both parties are well informed or well advised and acting in what they consider are their own best interests;
3) a reasonable time is allowed for exposure in the open market;
4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5) the sale represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by any person associated with the sale.

(Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions [f].)

INTENDED USE/USER OF REPORT: This appraisal is intended to assist the client, Heritage Bank of Nevada and assignees, for loan underwriting purposes. Any other use of this report without prior written consent is prohibited.

INTEREST VALUED: Fee Simple, before deduction of any outstanding debt or similar encumbrances.

EFFECTIVE DATE OF VALUE:

(As-Is Market Value	February 10, 2014
(As-Completed Market Value)	February 10, 2014
Insurable Value	February 10, 2014

DATE OF REPORT: February 11, 2014

SCOPE OF THE APPRAISAL ASSIGNMENT: In order to complete an appraisal of the property, this appraiser:

- Inspected the subject neighborhood and analyzed the social, economic, governmental and environmental trends;
- Gathered county records to verify ownership, tax assessment and other pertinent site data;
- Inspected the improvements and site with buyers.
- Analyzed the highest and best use for the subject property;
- Gathered rental data which was utilized in analyzing economic rent for the subject property;
- Gathered improved building sales in order to extract cap rates which were utilized in the income approach;
- Due to the mixed use nature of the property only the income approach was utilized.
- Prepared an appraisal report.

PROPERTY RIGHTS APPRAISED: The property rights appraised in this report reflect a fee simple ownership as requested by the client. This value conclusion is prior to outstanding debt or similar encumbrances.

To develop the opinion of value, this appraiser performed a complete appraisal process, as defined by the Uniform Standards of Professional Appraisal Practice.

This appraisal report is a brief recapitulation of this appraiser's data, analyses and conclusions.

L I M I T I N G C O N D I T I O N S

In acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith, it has been assumed by this appraiser:

1. LIMIT OF LIABILITY:

The liability of David A. Stefan is limited to the client only and to the fee actually received by Appraiser(s). Further, there is no accountability, obligation, or liability to any third party. If this report is disseminated to anyone other than client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The Appraiser(s) is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and/or legally. In the case of limited partnerships or syndication offerings or stock offerings in real estate, client agrees that if a legal action is initiated by any lender, partner, part owner in any form of ownership, tenant, or any other party, the client will hold the Appraiser(s) completely harmless in any such action from any and all awards or settlements of any type, regardless of outcome.

2. COPIES, PUBLICATION, DISTRIBUTION, USE OF REPORT:

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the Appraiser(s) for the use of the client, the fee being for the analytical services only.

The By-Laws and Regulations of the Appraisal Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate. Except as hereinafter provided, the client may distribute copies of this appraisal report in its entirety to such third parties as he may select; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of the appraiser. (See last item in following list for client agreement/consent)

3. CONFIDENTIALITY:

This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the Appraiser(s) whose signature(s) appear on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the report shall be made by anyone other than the Appraiser(s). The

Appraiser(s) and firm shall have no responsibility if any such unauthorized change is made.

The Appraiser(s) may not divulge the material (evaluation) contents of the report, analytical findings, or conclusions, or give a copy of the report to anyone other than the client or his designee as specified in writing except as may be required by the Appraisal Institute as they may request in confidence for ethics enforcement or by a court of law or body with the power of subpoena.

4. INFORMATION USED:

No responsibility is assumed for accuracy of information furnished by work of others, the client, his designee or public records. We are not liable for such information or the work of possible subcontractors. Be advised that some of the people associated with Kimmel & Associates and possibly signing the report are independent contractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other source thought reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market related information. It is suggested that the client consider independent verification as a prerequisite to any transaction involving sale, lease, or other significant commitment of funds or subject property.

5. TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR APPRAISAL SERVICE:

The contract for appraisal, consultation or analytical service is fulfilled and the total fee is payable upon completion of the report. The Appraiser(s) or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangement and at additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges regardless of issuing party.

6. EXHIBITS:

Any sketches, maps, and photographs in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Site plans are not surveys unless indicated as such.

7. LEGAL, ENGINEERING, FINANCIAL, STRUCTURAL, OR MECHANICAL COMPONENTS; SOIL QUALITY:

No responsibility is assumed for matters, legal in character or nature, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The

property is appraised as if free and clear, unless otherwise stated in the appraisal report.

The legal description is assumed to be correct as used in this report as furnished by the client, their designee, or as derived by the Appraiser(s).

Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy, soils and potential for settlement or drainage, matters concerning liens, title status, and legal marketability, and similar matters. The client should seek assistance from qualified architectural, engineering or legal professionals regarding such matters. The lender and owner may wish to require mechanical or structural inspections by a qualified and licensed contractor, civil or structural engineer, architect, or other expert.

The Appraiser(s) has inspected, as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil or hidden structural or other components. We have not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. The value estimate considers there being no such conditions that would cause a loss of value. The land or the soil of the area being appraised appears firm; however, subsidence in the area is unknown. The Appraiser(s) do not warrant against this condition or occurrence of problems arising from soil conditions.

Unless otherwise stated, it is assumed that there are no drainage problems relating to the land or the improvements.

The appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, sub-soil, or structures or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment may be made by us as to adequacy of insulation, type of insulation, or energy efficiency of the improvements or equipment; which is assumed standard for the subject property's age and type.

If the Appraiser(s) has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representations or warranties are made concerning the above mentioned items.

The Appraiser(s) assumes no responsibility for any costs or consequences arising due to the need, or the lack of need for flood hazard insurance. An Agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

8. INSULATION AND TOXIC MATERIALS:

Unless otherwise stated in this report, the Appraiser(s) signing this report have no knowledge concerning the presence or absence of toxic materials and/or urea-formaldehyde foam insulation in existing improvements. If such is present, the value of the property may be adversely affected, and re-appraisal at additional cost will be necessary to estimate the effects of such.

9. HAZARDOUS SUBSTANCES OF MATERIALS:

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage or agricultural chemicals which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea-formaldehyde, foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field of environmental impact upon real estate if so desired.

10. LEGALITY OF USE:

The appraisal is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report, and that all applicable zoning, building, use regulations and restrictions of all types have been complied with unless otherwise stated in the report. It is further assumed that all required licenses, consents, permits, or other legislative or administrative approvals from all applicable local, state, federal and/or private authorities have been or can be obtained or renewed for any use considered in the value estimate.

11. COMPONENT VALUES:

The allocation of the total valuation in this report between land and improvements, if included in this report, applies only under the use of the property which is assumed in this report. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

12. AUXILIARY AND RELATED STUDIES:

No environmental or impact studies, special market study or analysis, special highest and best use study or feasibility study has been requested or made unless otherwise specified in an agreement for services or so stated in the report.

13. DOLLAR VALUES, PURCHASING POWER:

The market value estimated and the costs used are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and value of the dollar as of the date of the value estimate.

14. VALUE CHANGE, DYNAMIC MARKET, INFLUENCES, ALTERATION OF ESTIMATE BY APPRAISER:

The estimated market value, which is defined in the report, is subject to change with market changes over time. Value is highly related to exposure, time, promotional effort, terms, motivation, and conditions. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace as of the date of value.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value or investment value or value in use is a reflection of such benefits and Appraiser's interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of the estimate of value, and they are thus subject to change as the market changes.

The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

The appraisal report and value estimate are subject to change if the physical or legal entity or the terms of financing are different from what is set forth in this report.

15. INCLUSIONS:

Except as specifically indicated and typically considered as a part of the real estate, furnishings, equipment, other personal property, or business operations have been disregarded with only the real estate being considered in the value estimate. In some property types, business and real estate interests and values are combined but only if so stated within this report.

16. PROPOSED IMPROVEMENTS, CONDITIONED VALUE:

Improvements proposed, if any, on-site or off-site, as well as any repairs required are considered, for purposes of this appraisal, to be completed in good and workmanlike manner according to information submitted and/or considered by the appraisers. In cases of proposed construction, the appraisal is subject to change upon inspection of the property after construction is completed. This estimate of market value is as of the date shown, as proposed, as if completed and operating at levels shown and projected, unless otherwise stated.

17. MANAGEMENT OF THE PROPERTY:

It is assumed that the property which is the subject of this report will be under typically prudent and competent management, neither inefficient or supereffi-cient.

18. FEE:

The Appraiser certifies that, my compensation is not contingent upon the report of a predetermined value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event, or that the appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.

19. AMERICANS WITH DISABILITIES ACT:

The Americans With Disabilities Act became effective January 26, 1992. Unless otherwise stated in this report, this appraisal firm did not conduct a compliance survey or audit, nor was one provided to determine whether or not the subject property is in conformity with the numerous requirements of the Americans With Disabilities Act. If the subject property is found to not be in compliance with Americans With Disabilities Act, the cost to cure the lack of compliance may have a negative or adverse impact on the value of the subject property. No responsibility is assumed for any such conditions, nor for any expertise or knowledge required to discover them. The client is urged to retain an expert in this field to ascertain the subject property's compliance with the Americans With Disabilities Act.

20. CHANGES, MODIFICATIONS:

The Appraiser(s) reserve the right to alter statements, analyses, conclusions or any value estimate in the appraisal if there becomes known to them facts per-tinent to the appraisal process which were unknown when the report was finished.

21. This is a summary appraisal report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a summary appraisal report. As such, it might not include full discussions of the data, reasoning, and analyses that were used

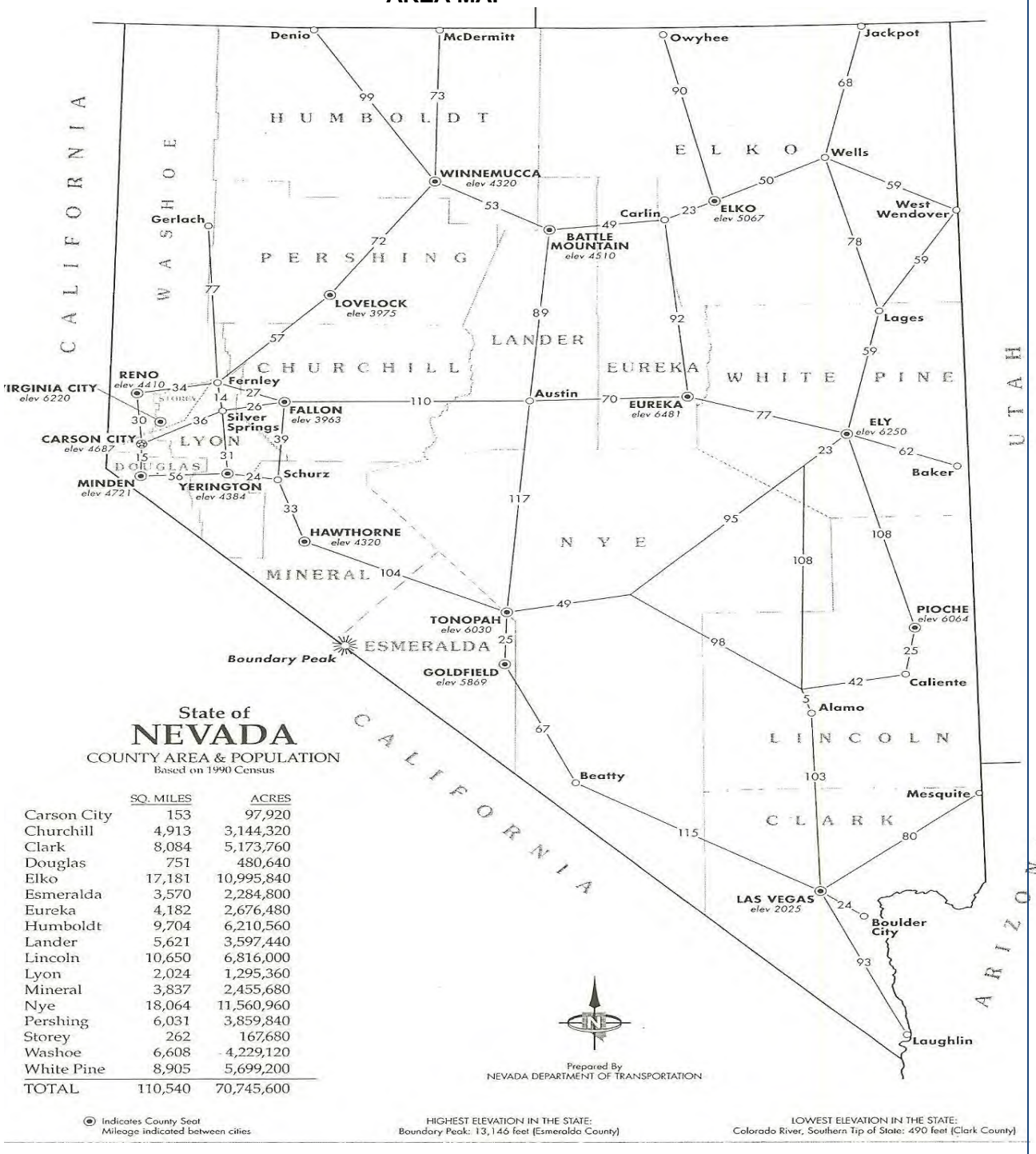
in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

22. ACCEPTANCE AND/OR USE OF THIS APPRAISAL REPORT BY THE CLIENT OR ANY THIRD PARTY CONSTITUTES ACCEPTANCE OF THE ABOVE CONDITIONS. APPRAISER LIABILITY EXTENDS ONLY TO THE STATED CLIENT AND NOT TO SUBSEQUENT PARTIES OR USERS, AND THE LIABILITY IS LIMITED TO THE AMOUNT OF FEE RECEIVED BY THE APPRAISER(S).

Extraordinary Assumptions: None

Hypothetical Conditions: The value under “As-Completed”, considers plans scheduled for the property to complete tenant improvements. As this work was not finished as of the date of the appraisal it is considered a Hypothetical Condition.

AREA MAP



State of
NEVADA
COUNTY AREA & POPULATION
Based on 1990 Census

	SQ. MILES	ACRES
Carson City	153	97,920
Churchill	4,913	3,144,320
Clark	8,084	5,173,760
Douglas	751	480,640
Elko	17,181	10,995,840
Esmeralda	3,570	2,284,800
Eureka	4,182	2,676,480
Humboldt	9,704	6,210,560
Lander	5,621	3,597,440
Lincoln	10,650	6,816,000
Lyon	2,024	1,295,360
Mineral	3,837	2,455,680
Nye	18,064	11,560,960
Pershing	6,031	3,859,840
Storey	262	167,680
Washoe	6,608	4,229,120
White Pine	8,905	5,699,200
TOTAL	110,540	70,745,600

Prepared By
NEVADA DEPARTMENT OF TRANSPORTATION

Indicates County Seat
Mileage indicated between cities

HIGHEST ELEVATION IN THE STATE:
Boundary Peak: 13,146 feet (Esmeralda County)

LOWEST ELEVATION IN THE STATE:
Colorado River, Southern Tip of State: 490 feet (Clark County)

AREA DESCRIPTION

Location: The Reno Standard Metropolitan Statistical Area (SMSA) is defined to include all of Washoe County. Washoe County is in the northwesterly portion of Nevada, bordered on the west by California and on the north by Oregon. Washoe County is located approximately 225 miles easterly of San Francisco and encompasses 6,905 square miles. Included within said county are the cities of Reno and Sparks. There are numerous unincorporated areas which include Incline Village, Washoe County, New Washoe City, Franktown, Washoe Valley, Sun Valley, Lemmon Valley, Black Springs, Reno Park, and Bordertown. The area is also known as the Reno-Sparks-Truckee Meadows and the greater Reno area of the Reno Standard Metropolitan Statistical area.

Reno has an approximate elevation of 4,500 feet above sea level. The area has a moderate climate and is located in a semi-arid desert.

Population summaries for 2012 shows that Washoe County had a population of 427,704 persons. The incorporated city of Reno had 229,859 persons; while the incorporated portion of the city of Sparks had 90,214 persons. Growth in the Reno/Sparks area between 2010 and 2011 was approximately 2.57%, while between 2011 and 2012 it was approximately 1.4%, with no major up or down swings in the past several years. Generally speaking, the Reno-Sparks-Truckee Meadows area continues to grow. As with most areas of the United States, the Northern Nevada single family residential market had significantly slowed down producing declining property values. This resulted in a very soft market and has affected the new construction to a point that most builders

have either ceased operations and/or moved out of the area. There is an optimistic upward trend in the local housing markets which has bumped up prices and shortened selling times. This has increased in the entry level homes to a point where multi offers are typical and days on the market is less than 30 days. In addition, most of the bank owned finished lots have been purchased by production builders and new home sales also seem to be increasing. These numbers have continued to increase over the final quarter of 2013 and it is hopeful that this may in fact be somewhat of a turning point with regards to the single family residential market.

This slowdown initially had impacted the office market due to many of the builders, title companies, mortgage companies, etc., vacating their office space which produced a considerable vacancy, primarily in the southeast markets of Reno where vacancy rates reached as high as 28%. This has subsequently spread throughout the Truckee Meadows area in conjunction with the downturn in the economy which has further had an impact on the market due to the sagging economy and the recession. This had also had an impact on the retail and industrial segments of the real estate market with many of the large box retailers closing their stores and leaving large portions of the regional and neighborhood shopping centers vacant. This also had a trickle-down effect which also hurt many of the smaller in line stores in these centers. Many national economists have indicated that the recession is softening and some are even predicting a recovery, however, unemployment still remains higher than many suggest would be at a level if a recovery was in full swing. These markets have stabilized and in certain areas shown signs of improvement. The housing market is starting to show signs of recovery as home prices are beginning to increase due to a limited supply of homes on the market.

However, while some of these economic conditions are beginning to improve, the real key to a continued recovery will be when the unemployed return to work. Until that time, it does not seem that much of a recovery can occur in the near future.

NEIGHBORHOOD MAP

AERIAL MAP

NEIGHBORHOOD DESCRIPTION

The subject property is located within an area of South Reno between I-580 and South Virginia Street and more specifically the northwest corner of South Virginia Street and West Huffaker Lane, within the city limits of Reno, Washoe County, Nevada.

The development surrounding the subject property includes primarily commercial development with a neighborhood shopping center located directly west of the subject property. South of the subject and south of W. Huffaker Lane, is a CVS Pharmacy, a auto parts store and an office complex. South of that is a Scolari's Food and Drug and both fast food and sit down restaurants. On the east side of South Virginia Street are other commercial developments which include an auto parts store, Carpeteria and Great Basin Bicycles to name a few.

On the west side of I-580 are several subdivisions which include a variety of home types and quality. Located to the northeast and southeast of the subject, east of South Virginia Street, are several large industrial buildings, smaller commercial buildings and professional office building. East of that is primarily developed with single and multi-family residential development.

Overall, the area is judged to be a highly traveled area of South Reno having good access to I-580 with a full interchange just south of the subject. This freeway coupled with South Virginia provides great visibility for the area's developments and ease of access to other portions of the Truckee Meadows, local schools and employment.

S U B J E C T

P H O T O G R A P H S

Photo looking northwesterly at Subject property

Photo looking northerly at the south elevation of the c-store and car wash

Photograph looking west at the lube facility

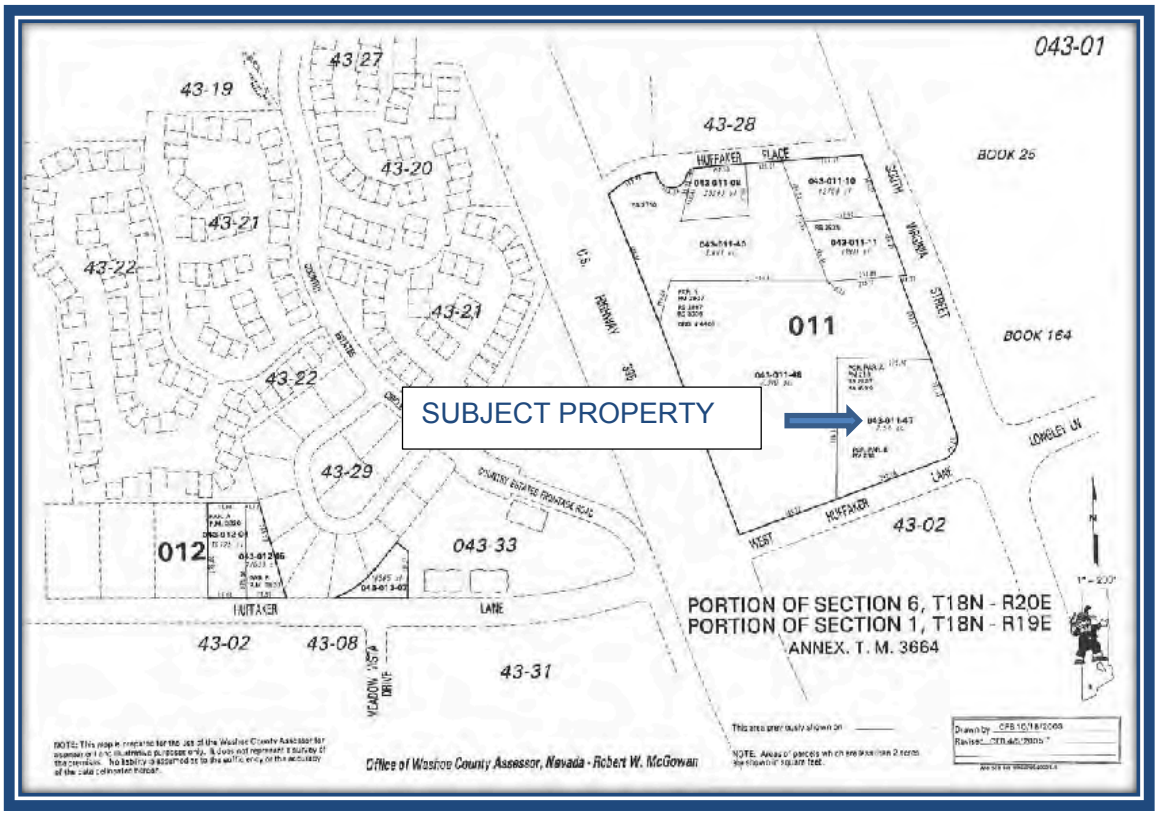
Photograph looking southeasterly at the office building

Photo looking at store front area

Photo looking southwesterly at the north elevation of c-store and car wash

Photo looking easterly at the west elevation of the lube facility

SITE MAP



SITE DATA

Location: The subject property is located on the northwest corner of South Virginia Street and West Huffaker Lane. The property can also be identified as 7693 South Virginia Street and is within the city limits of Reno, Washoe County, Nevada.

Legal Description: A complete legal description was not provided to this appraiser, however, may be described as a portion of parcel A PM 218 RS2887 and RS3086 and a portion of parcel B PM 281 recorded in Washoe County, Nevada. The property is identified as Washoe County Assessor's Parcel Number 043-011-47.

Record Owner; According to the records at the Washoe County Assessor's Office, the property is vested in the name of Overland development Corp et al and is under contract to Longley Partners LLC.

Previous Sales History: During the course of this analysis, this appraiser is aware of a pending sale of the property. The unsigned Purchase and Sales Agreement indicates a $4,000,000 sales price. It is scheduled to close on or before March 3, 2014. It was represented to this appraiser that the purchase is a short sale which required third party approval. The buyers have indicated that they have received the needed third party approval for the $4,000,000 purchase price and are now finalizing the wording of the contracts. The buyers have indicated that they intend on spending an additional $1,000,000 on interior and exterior remodeling.

There were two prior sales of the property with the most recent occurring in February of 2006 with a reported sales price of $17,750,000. This sale was based on a purchase of a large company and predicated on existing leases that may or may not have been at market levels. Approximately 8 months ago the ownership closed down the property and it has remained that way as of the date of value. The other sale is the older of the two sales and was indicated to have sold for $9,344,246 on October of 2005 based on records available to this appraiser. One of the new buyers was a principal in the selling side of that transaction and was the original developer of the site. To the best of my knowledge, there have not been any other arm's length sales other than the current pending sale.

Size and Shape: The subject property consists of an irregular shaped parcel having a total land area of 2.57± acres or 111,949.20± square feet according to maps provided by the Washoe County Assessor's Office.

Flood Zone: According to the Federal Emergency Management Agency's Flood Insurance Rate Map, Community Panel No. 32031C3234G, dated March 15, 2009, the subject property is located within a Zone X describing an area of minimal flood hazard with a 0.2% annual chance of flooding. Typically this designation does not require flood insurance.

Earthquake Zone: According to local Building Codes, the Reno-Sparks area is located within a Seismic Risk Zone 3. This zone encompasses areas, which have a number of local faults, and where there is a relatively strong probability of moderate to strong seismic activity with earthquakes up to 6.5 on the Richter scale. As a result, building plans are typically reviewed by a structural engineer to assess earthquake hazards.

Environmental Concerns: Based on my physical inspection on the site, I did not see any obvious signs of contamination. There is a mini lube business on the site as well as fuel sales and car wash. I am not a professional in the field of environmental concerns, and have only looked for obvious signs. Therefore, the subject property has been valued as being free and clear of soils contaminations or hazardous substances however suggest that a professional review the site prior to allocation of funds.

Access: As previously indicated, the subject property is located on the northwest corner of South Virginia Street and West Huffaker Lane. Both roadways are four lanes, two in

each direction, with center storage and turn lanes. South Virginia Street runs north/south while W.Huffaker Lane runs east/west. On the east side of the intersection, W. Huffaker turns into Longley Lane. The subject has access to I-580 just south on S. Virginia Street with a full interchange. . The previous maps illustrate the main access and secondary roads within the subject's neighborhood.

Current Condition: The subject property is currently improved with a convenience store with fueling facility, car wash and fast food restaurant area. In addition, there is a detached mini lube building and an office building which is attached to the car wash building. As indicated in earlier sections of this report, the property has been closed for approximately 8 months. There is chain link fencing surrounding the perimeter of the site and the improvements still have considerable person property within the buildings from the prior occupant. The pending buyers will be cleaning up this debris during their remodel efforts.

Utilities: All utilities are immediately available to the subject property. The utilities are provided by the following purveyors:

Utility Service	Provider
Electricity	NV Energy
Water	TMWA
Natural Gas	NV Energy
Sewer	City of Reno
Telephone	AT&T/SBC
Waste Disposal	Waste Management
Cable/satellite	Charter/AT&T/Other

Easements: This appraiser was not provided with a Preliminary Title Report, however, assumes that there are typical utility easements which allow the public utilities to provide service to the subject property. Judging from the maps and data available, there does not appear to be any easements which would impact the subject property. If a preliminary title report eventually indicates otherwise, then this appraiser reserves the right to re-analyze.

Zoning: The subject property is currently zoned MUSVI. This denotes a mixed use zoning along the South Virginia corridor according to the City of Reno Planning Department. The subject property is developed with a mixed use development which includes a c-store with fueling facility and car wash, a mini lube and an office building.

Assessor's Parcel Number and Assessed Values 2013 - 2014:

APN 043-011-47	Land	$517,204
	Structure	$803,643
	Total	$1,320,847

The subject property is currently located within a tax district 1015, with a tax per $100 of assessed value at $3.6600 per $100 of assessed value. The actual real estate taxes for 2013-2014 are $48,549.26 which has not been paid. In addition to the annual tax, there are penalties/fees of $3,898.38 and $13,391.47 from 2012 making the total due at $65,839.11.

There are no special assessments on this property based on the information provided to this appraiser.

IMPROVEMENT DATA

The subject property is currently developed as a mixed use property with the main building consisting of the c-store/fast food area and car wash facility. This area contains a total of 11,865± square feet and has the potential to be rented to four different tenants. This would include the c-store and fueling facility, (2,977sf), the car wash, (6,248sf), the fast food area, (2,640), and between the c-store and fast food area, there is a lease to Winner's Gaming Inc. for 13 poker machines. The Washoe County Assessor's Office indicates that this building was constructed between 1989 and 1992.

The office building is actually attached on one side to the c-store building however is easily rented as a separate building. This one story office building consists of 4,200± square feet. The records indicate that this building was constructed in 1998.

The final building is the mini lube building which is a one story building consisting of 2,387± square feet with a pit-area of 1,457± square feet to service the undercarriage of the cars and trucks. County records indicate that this building was built in 1997

The buildings consist of stucco exterior with flat and pitched roofs. During the course of my physical inspection there did not appear to have been any areas which might indicate roof leaks. The buyers of the property indicated that there was a structural inspection which included the plumbing and HVC, and other than a few small water leaks, which have been fixed, no other issues were found. The buyers have also indicated that a phase 1 environmental study was in the process of being completed. Since I was unable to review this study, nor am I a professional in this field, I would recommend that this be

review prior to allocation of funds as there are underground fuel storage tanks on the property.

It was indicated to this appraiser that the car wash equipment was also inspected by a car wash professional, and has the ability to be fired up and wash cars when needed. They are however, going to spend approximately $100,000 to upgrade certain pieces such as the dryer and other small parts throughout.

The mini lube and office buildings are in average condition for their age and other than some minor upgrades and cleaning will not require much attention.

As indicated earlier in this report, the buyers intend on spending $1,000,000 on interior and exterior renovations. While specific items were note yet identified by drawings or contractor estimates, they allocate $450,000 to the exterior which will include new paint on all of the buildings, new store front windows at the fast food area to replace the green house style windows and other on-site improvements to spruce up the property. These renovations will also include $300,000 of interior upgrades to the c-store including new register counters, bathrooms and fast food area improvements. As indicated, approximately $100,000 will be spent on the car wash facility. In addition, the mini lube building will get an updated waiting room and customer check in area.

The site is nicely landscaped with lawn areas, shrubs and trees with ground cover all of which is watered by an auto sprinkler system. There is ample on-site parking for all of the different components and it appears that there are sufficient designated handicap

spaces. The parking lot is asphalt paved and appears to be in average to good condition.

Over all the property is in average condition for its age however remodeling efforts by the new buyers will enhance the overall appearance of the property. There did not appear to be any required repairs necessary based on my inspection and inspections by others.

As indicated earlier, the buildings were built in 1989 through 1998 and therefore have an actual age of from16 to 25 years. Due to the type of construction and the on-going remodel, it is my opinion that the overall effective age of the property has been reduced to 15 – 18 years. This would leave a remaining life expectancy of approximately 20-25 years.

HIGHEST AND BEST USE

Highest and best use may be defined as: *"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible and that results in the highest value."* In estimating the highest and best use, there are essentially four stages of analysis:

1) *Permissible Use: What uses are permitted by zoning and deed restrictions on the site in question?*
2) *Possible Use: What uses of the site in question are physically possible?*
3) *Feasible Use: Which possible and permissible uses will produce a net return to the owner of the site?*
4) *Highest and Best Use: Among the feasible uses, which will produce the highest net return or the highest present worth?*

The highest and best use of the land (or site) if vacant and available for use, may be different from the highest and best use of the improved property. This is true when the improvement is not an appropriate use, but it makes a contribution to the total property value in excess of the value of the site.

The following tests must be met in estimating the highest and best use. The use must be legal and the use must be probable, not speculative or conjectural. There must be a profitable demand for such use and it must return to the land the highest net return for the longest period of time.

The zoning for the subject property allows for mixed uses. When considering the highest and best use as improved, the improvements are substantial and are of good condition and can produce considerable income and therefore, in my opinion represent the highest and best use as improved.

When considering the highest and best use as though vacant, obviously the zoning would allow for a wide variety of styles and uses. The size of the site at 2.57± acres would also allow for a wide variety of building sizes and or multiple building. However due to the current economic conditions, it is highly likely that development of the site would involve some holding period until demand for new retail space increases.

Typically, the most probable buyer of the subject property would be an investor.

SUMMARY OF ANALYSIS AND VALUATION

In the valuation of the subject property, this appraiser considered the three traditional approaches to value. These approaches are the cost approach, the income approach and the sales comparison approach.

The cost approach considers the value of the land, plus the cost required to construct the improvements, and is usually helpful when appraising special type use properties or buildings where little sales data is available, as well as new or proposed buildings where exact costs are readily available. This approach, however, does not include any of the economics of a property, and it is this appraiser's opinion that these economic factors are the primary enticement for investors/purchasers of income producing properties.

The subject property was originally built in 1989 with additions in 1997 and 1998 producing an actual age of 25 years. This also lessons the viability of the cost approach due to depreciation concerns. It is also my opinion that a buyer of the subject would not employ the cost approach in their buying decision. Therefore, in this analysis, I have not performed a Cost Approach to value.

The sales comparison approach considers recent sales of similar properties, and compares them to the subject property utilizing appropriate measures of comparison. This approach best reflects the motivations of buyers and sellers in the market since it is entirely market driven. As indicated, the property involves a variety of uses including c-store, car wash, office and mini lube. This appraiser was unable to find sales data which could be used to value the subject property utilizing the sale comparison approach. Sale

of other commercial type properties were used to extract capitalization rates which will be used in the income approach to value.

In the income approach to value, the direct capitalization technique will be utilized, which considers the potential gross rental income that the subject property is capable of generating, then appropriate vacancy and credit losses are deducted, to arrive at the projected effective gross annual rental income that the subject property is capable of generating. The next step in the analysis is to deduct operating expenses, resulting in the net operating income. This net operating income is then converted into an indication of value utilizing an overall capitalization rate. This capitalization rate is extracted from the market, or can be developed utilizing a variety of methods including a mortgage equity band of investment technique.

Income Approach: To estimate an indication of value, this appraiser has utilized the income approach through the direct capitalization technique. As indicated, you have asked for an As-Is value, an As-Complete value and an Insurable value. Since I have not been given a detailed tenant improvement schedule, I have simply assumed the construction to be complete and the areas of construction to be of good quality and good workmanship typical to the industry standards. The first value conclusion will address the value As- Completed.

As previously indicated, the subject property consists of a variety of rental producing components. These areas include the c-store and fueling center, the fast food area, the poker area rent for 13 poker machines, which is already leased from prior tenants, the car wash facility, the mini lube building and the office building.

In order to estimate the economic rent for these areas, I have surveyed competing properties from within the Reno/Sparks market as well as other areas of northern Nevada and California when needed.

AS-COMPLETED

C-STORE AND FUELING CENTER RENT ANALYSIS

The first area that will be analyzed is the c-store and fueling center. The following chart summarizes the rental data that was available to this appraiser.

C-STORE RENTAL CHART

RENTAL	BRAND ADDRESS	YEAR BUILT IMP. SIZE	LEASE TERM EXPENSES	OPTIONS CAR WASH	RENT/MO RENT/SF
R-1	Texaco 1 N.US 95 Yerington, Nv	1986 2,400± SF	5 Years NNN	1-5 Year No	$8,750/MO $3.65/SF
R-2	Chevron 1102 N. Carson Carson City, Nv	1990 1,971± SF	10 years NNN	2-5 years No	$6,500/MO $3.30/SF
R-3	Texaco 2169 Prater Way, Sparks, Nv	1960 1,485± SF	5 years NNN	1-5 Year No	$6,025/MO $4.06/SF
R-4	Spirit Station 990 S. Wells Reno, Nv	1987 2,138± SF	5 Years NNN	1-5 Year No	$3,500/MO $1.64/SF
R-5	Chevron 4640 S. Carson Carson City, Nv	2009 4,468± SF	5 Year NNN	N/A Yes	$23,000/MO $5.15/SF
SUBJECT	Chevron 7693 S. Virginia Reno, Nv	1989 5,617± SF	N/A	N/A Not included In SF	N/A

As can be seen, I have charted five c-stores located within the Reno, Sparks, Carson City and Yerington areas of Northern Nevada. Of these stores only one included the rental of the carwash in an all-in-one rent.

The rents, on a per square foot basis, ranged from $1.64 to $5.15 and were all based on NNN expense where the tenant pays for all expenses. The low end was a property located on South Wells constructed in 1987 while the high end was a newer property constructed in 2009 and is located in Carson City. This property was built by Ribero for the current tenant and is a flat rent continuing through 2015. This property has a single bay drive through car wash which is included within the rent. Since the subject's car wash is a more full service type of facility, I have not included it within the c-store square footage as I feel it can be rented separately to a third party.

While the subject is indicated on the chart at 5,617± SF, only the c-store area of 2,977± SF will be included in this rental projection as the fast food area can and will be rented to a third party.

The subject property is located in a good location with freeway access and US-395/S. Virginia frontage. Additionally there is not a lot of fueling centers within this general area with the closest ones located south of the subject at the Walmart Center and beyond or a smaller facility east of the subject on Longley Lane.

When trying to project economic rent for the subject, I have considered the limited data available and have considered the Chevron in Carson City to be the most comparable. I is newer than the subject however once the remodel is complete they would have similar

appeal. I do feel that the $5.15/SF is more than the subject can support as I am projecting rent for the car wash separately. After considering all of the available data, and discussions with other market participants, I have projected the economic rent for the c-store square footage at $3.50. Appling that to the 2,977± sf produces a monthly rent of $10,419.50 which I have rounded to $10,420/month on a NNN basis**. Therefore I have estimated the economic rent for the c-store at $10,420.**

FAST FOOD AREA RENT ANALYSIS

The next area which can generate rental income is the fast food area. This area consists of 2,650±SF and will be accessed off of the c-store as well as the front of the building. This area will be remodeled to include all new counters new back kitchen area and any other areas that will require updating. Since this has not been completed as of the appraisal, I have assumed that the work has been completed and done to industry standards and of good quality materials. The improvements have interior seating as well as patio style seating just north of the building. The area will share bathrooms with the c-store which will have also been updated. In order to estimate economic rent for this area, I surveyed other fast food locations, both free standing and in-line, and the following chart summarizes that data.

FAST FOOD/ RETAIL RENTAL CHART					
Rental #	Location Address	Building size	Term Expenses	Rent/SF	Drive\Through
R-1	Wildcreek Plaza 2945 El Rancho Sparks, Nv	1,160-1,800 sf	Neg. NNN	$1.35-$1.95	No
R-2	Meadowood Square 6407 S. Virginia	700-2100 sf	Neg. NNN	$1.25-$1.45	No
R-3	Sierra Town Center 6775 Sierra Center Parkway	1,444 sf	Neg. NNN	$1.75	No
R-4	2901 Clear Acre Ln. Reno, Nv	3,515 sf	5 years NNN	$2.10	Yes
R-5	Ridgeview Plaza SWC Mae Anne & McCarran	3,000 sf	Neg. NNN	$1.85	No
Subject	N/A	2,640±SF	N/A	N/A	No

As can be seen, I have charted five rental comparables that offer both in-line retail and fast food space. While many of the comparables are within shopping centers, the subject's location within the overall complex also has similar benefits.

Rental #4 is a free standing Burger King which was purchased at a very low cap rate of 6%. This was due to the national tenant even though the rent paid was at the lower end for this type of tenant.

The other rentals were all in-line spaces available for rent and could easily have a similar tenant as the subject's space. The rents ranged from $1.25 -$1.95 for the in-line space and $2.10 for the free standing building with drive through.

Because of the customer base from the car wash and having to wait for that service, the mini lube service or the C-store and fueling center, I feel that this location offers as good of traffic as would a more typical anchor.

The buyers are planning on renting this area to include possibly two different users which will also widen the overall menu choices. The rental rate will be projected on a NNN basis and due to building metering a cam charge would more than likely be assessed to allow the tenants to pay for all expenses.

After comparing these rental comparables to the subject property, and again assuming the tenant improvements to be typical newly remodeled space, it is this appraiser's opinion that the economic rent for the subject's fast food space would range between $1.75 and $2.00 per square foot. When applying that to the subject's 2,640±sf produces a range in monthly rent at $$4,620 to $5,280. It is further my opinion that the most probable rent would be on the more conservative side at $4,620 per month on a NNN basis. **Therefore I have estimated the economic rent for the fast food area at $4,620/month.**

POKER MACHINE RENT ANALYSIS

The next portion of this assignment is to estimate the economic rent for the 13 poker machines. As previously indicated, the prior ownership had a lease for 13 poker machines with Winner's Gaming Inc. (WGI) , for $500 per machine. The lease indicates that there are three 10 year option periods remaining which the buyers have indicated that they will keep in place. It was indicated that the rent per poker machine will increase from $500 to $600 per month. This would indicate a monthly income of $7,800/month.

While this appraiser has tried verifying whether this is at market, this is typically fairly confidential. I did discuss it with William Kimmel, who does a lot of gaming appraisals, and he confirmed that it was within the range. It should be noted that one of the partners buying the property is also a principle with WGI. In addition the lease has a considerable length of time remaining and it would seem unlikely that a buyer would not extend these options to renew**. Therefore I have considered this $7,800 per month in the valuation of the subject property.**

CAR WASH RENT ANALYSIS

The next portion of this appraisal is to estimate the economic rent of the car wash facility. As stated earlier in this report, the car wash includes 6,248±sf. In addition there are vacuum islands south of the entrance which would be included in this analysis.

It has been indicated to this appraiser that the buyers have had a professional car wash guy look at the equipment and has concluded that it is in good working condition. The buyers have indicated that they are going to enhance the equipment package with a better drying machine and other smaller improvements to the overall system. Since I am not an expert on car wash equipment, I have assumed the expert to be correct in his analysis. There are also bathrooms, locker rooms and small offices, located west of the actual tunnel, that are primarily for employees.

With respect to its location, there are several advantages which include the c-store/ fueling center, the mini lube facility which can also offer detailing as part of the overall experience, and of course the fast food court for customer convenience while waiting.

In order to estimate economic rent for the car wash facility, I have surveyed other similar properties to establish rent on a per square foot basis. Unfortunately very little data was available as many properties interview would not provide the rental rate they were paying. I was able to interview a few people that own several car washes and their opinions of would a rental rate for the subject property was given consideration as to my estimate of market rent. as well as having some rentals. The following chart summarizes the available data.

CAR WASH RENTALS					
RENTAL #	LOCATION	SIZE Type	MONTHLY RENT/SF	MONTHLY RENT	EXPENSES
R-1	Auburn, California	3,560±sf Full Service	$1.49/SF	$5,322	NNN
R-2	Franktown Corners	4,404±sf Full service	Confidential	Confidential	NNN
Subject		6,248±sf Full Service	N/A	N/A	NNN

As can be seen very little rental data was available. The best data was from rental #1 which indicated a rent of $1.50 per square foot. It was a smaller facility however was a similar type car wash. Unfortunately, this data along with discussions with other car wash owners knowledgeable on what an operator could pay in the way of rent is all I have for data. Because the subject is roughly twice as big as rental #1, I have made a downward adjustment for size. I am unable to verify whether there needs to be a location adjustment, but on an overall glance of the retail rents in centers along I-80 at Auburn, there does not seem to be much difference at all.

Considering the limited data and the discussions with other car wash owners, I have estimated a monthly rental rate of $1.00 per square foot. Applying that to the subject's 6,248± produces a monthly rent of $6,248 on a NNN basis. This fall within the range I received from other professionals which ranged from $5,000 to $6,500. **Therefore I have estimated the economic rent for the subject's car wash facility at $6,248.**

MINI LUBE RENT ANALYSIS

The next portion of this analysis is to estimate the economic rent for the mini lube facility. As discussed earlier in this report, it is a separate building consisting of 2,387±sf. It includes four bays as well as the basement area to work on autos from beneath. The improvements include a lobby area for customer check-in, a waiting room and bathrooms. As indicated, this building will also get a small remodel primarily in the lobby/check-in/waiting room areas. Therefore since these improvements have not yet been completed, I have assumed that they are built to industry standards and are of good quality materials.

In order to estimate economic rent for the mini lube facility, I have surveyed other similar properties to establish rent on a per square foot basis. The following chart summarizes the data considered.

MINI LUBE RENTS					
Rental #	Location Address	Building Size Year Built	Term Expense	Rent/SF	Monthly Rent
R-1	Lube Express 625 Booth Street, Reno	1,500±sf 1988	15 years NNN	$2.37/SF	$3,650/MO
R-2	Jiffy Lube 55 Patriot Blvd., Reno	5,220±sf 1996	20 years NNN	$2.74/SF	$14,326/MO
R-3	Brakeway 3050 S. Virginia St. Reno	2,830±sf 1988	10 years NNN	$2.14/SF	$6,057/MO
R-4	Former Jiffy Lube, 580 E. Moana Ln.	2,904±sf 1985	1 st 5-year option NNN	$1.81/SF	$5,258/MO
Subject	7693 Ss. Virginia Street Reno	2,387±sf 1997	N/A	N/A	N/A

As can be seen, I have compared the subject property to 4 other mini lube facilities in the Reno market. These comparables produced a range in rent per square foot from $1.81 to $2.74. All of the rents were based on a NNN expense basis and were built from 1985 to 1996. The closest in location is rental #2 and is just south of the subject property on the easterly side of S. Virginia Street and Patriot Blvd. This property compared the best as for as age of improvements however when considering the updates to the subject it may be slightly inferior in condition. All of the remaining rentals are considered inferior with regard to condition.

When comparing these rentals to the subject property, I have estimated a range in economic rent from $2.25 to $2.75 per square foot. It is further my opinion that the subject would most likely rent from the middle of this range at $2.50/SF. Applying that to

the subject's 2,283±sf would produce a monthly rent of $5,968 rounded. **Therefore, it is my opinion that the economic rent for the mini lube facility consisting of 2,387±sf would be $5,968 per month after updates were completed.**

OFFICE BUILDING RENT ANALYSIS

The next portion of this assignment is to estimate the economic rent for the office building portion of the subject property. As previously indicated the office area consists of 4,200±sf and faces the Longley West Plaza to its west. This area is best suited for a single tenant as there is only one front door /reception area. It is possible to reconfigure the configuration as there is a side door on the north side of the building however this is not in the current plans for the subject property renovations. The office area is typical professional office space with tile flooring in the reception area and break room/bathroom areas. The remaining areas are all wall to wall carpet which is judged to be in good condition. The actual configuration includes a reception area, several individual offices, a large conference room, a training room, server room, break room/kitchen, men's and women's bathrooms and plumbing/fire room.

In order to estimate economic rent for the office square footage, I have surveyed other office properties to establish rent on a per square foot basis. The following chart summarizes the data considered.

OFFICE RENTS					
Rental #	Location Address	Building Size Year Built	Terms Expense	Rent/SF	Rent/MO
R-1	Longley West Plaza, 7671 S. Virginia	3,600±sf 1996	Avail NNN.	$.75/SF Asking	$2,700/MO Asking
R-2	50 Continental Drive, Reno	3,408±sf 2005	N/A NNN	$1.35/SF Actual	4,601/MO Actual
R-3	6380 Mae Anne, Reno	6,200±Sf 2005	5 years NNN	$1.00SF Actual	$6,200/MO Actual
R-4	1200 Financial Blvd., Reno	3,213±sf 1986	Avail. NNN	$.75/SF Asking	$2,410/MO Asking
Subject	7693 S. Virginia Street, Reno	4,200±sf 1998	Avail. NNN	N/A	N/A

As can be seen, I have compared the subject's office space to 4 comparable properties. Two of the rentals included actual rents while the other two included asking rent to illustrate what is currently available on the market. All of the rents were based on NNN expenses and were within areas that were felt to be similar to the subject in that they were not in prime office or traditionally office areas.

Rental #1 is an in-line suite located within the shopping center to the west of the subject property. It is my opinion that a potential tenant would at least look at this space if considering the subject property. It is currently listed for $.75/sf which is only the asking price. While this is typically a retail center most of the available space could be easily converted to office and one available suite was a former insurance office.

The subject's tenant improvements are considered to be better than most of the comparables however are not scheduled for much in the way of updating. The other

concern is the location of the office space which is on the west side of the car wash facility. This is primarily why I used locations from more remote or suburban areas.
It should be noted that prior to the last owner moving their administration into this space, it had previously been rented to Renown for an urgent care facility.

Overall, based on the available data and considering the location, tenant improvements and the competition from the property to the west, listed at $.75/sf; it is my opinion that the office space would have a range at from $.75/sf to $1.00/sf on a NNN basis. It is further my opinion that the most probable rent for the subject property would be on the conservative side at $.75/sf. When applying that to the subject's 4,200±sf, produces a monthly rent of $3,150. **Therefore, it is my opinion that the economic rent for the office space considering its existing condition would be $3,150 per month on a NNN basis.**

The prior analysis considered all of the subject's income producing capabilities. In order to estimate the gross potential income that the subject can produce, all of these areas will be added together which will indicate the gross annual rental income for the subject property.

When considering all of the rental components, this produces a monthly rent for the entire property at $38,206 or an annual gross potential income of $458,472. **Therefore I have used this estimated economic rent which produces a monthly gross income of $38,206 and an annual gross income of $458,472.**

The next consideration would be a projection of a reasonable vacancy factor which would be applied to this 100% occupied gross annual income potential. Currently the subject property is 100% vacant and the buyers of the property plan to occupy the entire property except the office area. While there is an argument for only considering the office area, I believe that a conservative vacancy estimate should be allied to the entire property.

When considering a vacancy factor for the subject property, I have considered a vacancy and rent loss factor at 5%. Applying that to the subject's $458,472 gross potential annual rental income produces **an effective gross income for the subject property at $435,548.**

The next consideration would be the estimate of expenses that the landlord would be responsible for. As I indicated earlier, the tenants are responsible for all of the expenses however there are a few expenses that cannot be passed through to the tenants. These expenses include administration/legal fees; and due to the overall size and tenant mix, a management fee has been included.

In discussions with management firms who provide these type of services, they indicate that a fee of 3% of gross income could be negotiated. I have projected another 1% of the effective gross income to cover administration and legal fees, and an additional 1% for miscellaneous costs during any vacant periods where tenants could not be billed.

Therefore I have projected annual expenses for the subject at 5% of the effective gross income or $21,777 per year. Deducting these expenses from the effective gross income

of $435,548 **produces a net operating income (NOI) of $413,771 which I have rounded to $414,000.**

NET OPERATING INCOME **$414,000**

The next consideration would be to estimate an appropriate capitalization rate which when applied to the subject's net operating income would produce an indication of value. To arrive at an appropriate capitalization rate for the subject property, a search was made of similar properties. Unfortunately no properties were found which had exact similarities however I did use other properties such as neighborhood shopping centers and other larger investment type properties. The following chart summarizes the data utilized.

SUMMARY OF CAP RATE INDICATORS				
SALE #	LOCATION	SALE DATE	SALE PRICE	CAP RATE
S-1	Air Center Plaza S. McCarran Blvd.	3/30/2012	$3,800,000	8.09% (actual)
S-2	Longley Town Center, 5280 Longley Lane	4/20/2012	$1,027,305	7.11% (actual)
S-3	Mountainview Office Building 10381 Double R Blvd.	7/19/2012	$1,979,000	7.93% (actual)
S-3	Portion of Sparks Town Center Los Altos Pkwy.	12/3/2013	$1,940,000	7.7% (actual)
Subject	7693 South Virginia Street Longley	Pending	$4,000,000	N/A

As can be seen, these sales produced a range at from 7.11% to a high of 8.03%. They are listed in chronological age and it is evident that the cap rates have continued to stay fairly consistent over time. These sales were purchased based on their actual income at the time of sale which produced less risk than a property which still requires tenants.
Based upon other investment type properties in the Reno/Sparks Truckee Meadows area, it seems that capitalization rates are ranging between 7.50% and 8.50%, however, most are averaging in the 7.75% to 8.50% range.

Brokers have indicated that it appears rents and cap rates have stabilized and that cap rates are beginning to lower somewhat. This is further demonstrated by the previous chart.

Therefore, based upon this data, it would appear that a range of from 7.50% to 8.50% could be supported. As previously stated, the cap rate considers risks in an investment and the quantity and quality of the income stream. When analyzing the subject's income stream, the property will be mostly owner operated however an estimated NOI has been considered. It is my opinion that this NOI is consistent with the data presented however does have more risk than an occupied property.

Keeping the previous analysis in mind, and using the projected NOI for the property, I have utilized a slightly higher cap rate which would consider this increased risk. Based on this analysis I have considered a cap rate from the upper end of the range at 8.25%.

When applying that to the subject's net operating income of $414,000 produces an indicated value of $5,018,182 which I have rounded to $5,020,000. Therefore, I have

estimated the “as completed” fee simple value for the subject property, via the income approach as of February 10, 2014 at $5,020,000. The following is a summary of this analysis.

PROFORMA STATEMENT

GROSS ANNUAL INCOME		
C-STORE	$10,420 X 12 =	$125,040
FAST FOOD	$4,620 X 12 =	$55,440
CAR WASH	$6,248 X 12 =	$74,976
POKER MACHINE LEASE	$13 X $600 X 12 =	$93,600
MINI LUBE	$5,968 X 12 =	$71,616
OFFICE	$3,150 X 12 =	$37,800
TOTAL		**$458,472**
VACANCY		
5% ANNUALLY		<22,924>
EFFECTIVE GROSS INCOME		**$435,548**
EXPENSES		
5% ANNUALLY		<21,777>
NET OPERATING INCOME (NOI)		**$413,771**
ROUNDED TO		**$414,000**
CAPPED &8.25% (414,000 ÷ .0825 =)		**$5,018,182**
ROUNDED		**$5,020,000**

Sales Comparison Approach: As previously indicated, I have not utilized the sales comparison approach due to the lack of sale data with similar uses or mix of building types. I have however considered a couple of prior sales of properties were some of the uses were similar enough to use as a check of reasonableness. For example in November of 2007 the Mission Car Wash and Mini Lube property was purchased for $5,915,175. This property now known as Hutches Car Wash and consists of 21,572±sf according to records at the Washoe County Assessor's Office. The property included a full service car wash, mini lube and retail store area. When dividing the sales price by this gross building area, this produces a price per square foot at $274.21. This property does not offer the c-store/fueling area or the office area that is offered by the subject property. The subject's overall gross building area is 18,446±sf. If I were to apply the $275 per square foot to the subject, this would produce an indicated value at $5,072,650. It should be noted that there is a time differential and differences in overall improvements, but this does add some additional support to the $5,020,000 value estimated earlier in this report.

Secondly the subject property is in escrow for $4,000,000 and as part of this analysis; I have considered a $1,000,000 face lift to the overall property.

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Correlation and Final Value Conclusion: As has been indicated, this appraiser has considered the three traditional approaches to value, which produce the following value indicators of value:

Cost Approach	N/A
Income Approach	$5,020,000
Comparable Sales Approach - Price Per Square Foot Analysis	N/A
As- Completed Value as of February 10, 2014	**$5,020,000**

As- Is Value Estimate

When considering an as- is value for the subject property, one of the most likely analysis is to consider what impact the buyers planned tenant improvements have on the previous value as-completed. The value was predicated on the buyer spending $1,000,000 and was only allocated to exterior and interior improvements on specific areas. These areas included the interior of the c-store and fast food area and the exterior of the overall c-store building. This consumed approximately $750,000 of the total. The remaining dollars were for lobby area upgrades to the mini lube facility and upgrades to some of the car wash equipment. Other areas included overall property clean up etc.

When trying to consider the effect of this remodel, it is very difficult to determine if this work would be a dollar for dollar increase in value. If so, then simply deducting the $1,000,000 from the as – completed value would produce a supportable as- is value.

It is my opinion that this would not be the case. I believe that the rents projected would be very close in the before or as-is condition in the office, mini lube, car wash and poker

income stream. One thing that is difficult to value is the effect the current overall appearance would have as compared to the remodeled condition.

When estimating this differential, there is little data to assist this appraiser and therefore I have used considerable judgment for this adjustment. Overall I believe that approximately $750,000 would have a considerable effect to the value or roughly 75%. When deducting this from the as-completed value of $5,020,000 this would produce an as-is value of $4,270,000. It should be noted that the buyers are in escrow for a reported sales price of $4,000,000. This is a short sale where by the lender is owed several million dollars more than the reported sale price. As indicated the last sale in 2006 was reported at over $17,000,000 and the sale prior to that in 2005 was over $9,000,000.

Therefore, after considering all of the available information, it is my opinion that the as-is value as of February 10, 2014 is $4,270,000.

These values, as-completed and as-is, both include the car wash equipment. It has not included any other person property within the c-store as most everything has been removed that is not considered a trade fixture. As will be presented in future sections of this report, the equipment has been estimated to have a cost new of $500,000. This is further supported by the car wash representative used to survey the condition of the car wash facility. It was reported to me that he said it would take most of $600,000 to replace everything.

I have used the Marshal Valuation service and included only the main equipment package estimated at $500,000. Based on that service and discussions with other

professionals, I have considered a 50% depreciation which would produce a contributing value of $250,000. **Therefore I have estimated the depreciated value of the existing car wash equipment package at $250,000.**

Since the property is currently closed and has been for several months, the sales price and the values contained in this report do not include any going concern values.

INSURABLE VALUE

The final value that you have requested is an insurable value to which I have utilized the assistance of the Marshall Valuation Service. In analyzing that service and comparing the subject property to similar type properties, I have estimated the replacement cost new for the subject property. I have attempted to provide individual replacement costs for each of the components. The following summarizing these estimates after applying all appropriate multipliers. This is the cost new and does not consider depreciation.

C-Store/Fueling Center including the fast food area (5,617sf x $154.75=)	$869,231
Car Wash (6,248sf x $104.06=)	$650,167
Mini Lube (2,387sf x $115.30 =)	$271,762
Mini Lube Basement (1,457sf x $5.83 =)	$8,501
Office (4,200sf x $98.05 =)	$411,810
Canopies (6,792sf x $56.65 =)	$384,744
COST NEW IMPROVEMENT TOTALS	**$2,596,215**
CAR WASH EQUIPMENT	**$500,000**
TOTAL REPLACEMENT COST NEW	**$3,096,215**

From this value, there are exclusions recommended for architectural costs and other fees that would not be required, and it is estimated that this amounts to an approximate 10% deduction. Applying that to that previously discussed replacement cost new produces an insurable value of $2,786,594 which I have rounded to $2,800,000. **Therefore, I have estimated the insurable value for the subject property at $2,800,000 as of February 10, 2014.**

EXPOSURE/MARKETING TIME: The Uniform Standards of Professional Appraisal Practice require that an appraiser address exposure and marketing times. Exposure time is the time that would be necessary to have exposed the property on the open market in order to consummate a sale as of the effective date of valuation. Marketing time is the anticipated time that it would take to sell the property if it were first exposed to the open market as of the effective date of valuation.

After discussions with real estate brokers within this segment of the real estate market, and considering a number of other properties that are available for sale, as well as those that have sold, it is this appraiser's opinion that the appropriate exposure and marketing time for the subject property would be less than 12 months.

ADDENDUM

Heritage Bank of Nevada

January 29, 2014

David Stefan
1281 Terminal Way, Suite 205
Reno, NV 89502

REFERENCE: 7693 S. Virginia, Reno, Nevada
APN: 043-011-47

This letter will confirm your engagement to prepare a complete appraisal in summary format of the above referenced property on behalf of ***Heritage Bank of Nevada***. Your estimate(s) of market value must conform to the following valuation scenario(s) and corresponding property rights to be appraised:

X Fee Simple
___Leased Fee
___Leasehold

Property Description
The property consists of convenience store, car wash, fast food, and lube station. The property is being purchased and improved. A purchase contract, costs and plans for renovation will be provided.

VALUATION SCENARIOS REQUIRED:

1) As-Is Market Value
2) As-Complete Value
3) Insurable Value

For Access and Information Contact:

Name: Rob Cashell

Relationship to transaction: Buyer

Contact Phone: 775-336-4444 of rob@ceil.com

INSURABLE VALUE - ACCEPTABLE DISCLOSURE STATEMENT: An Insurable Value or Insurable Replacement Cost opinion is to be provided in the appraisal report. The cost amount indicated is for information purposes only. The appraiser and reviewer do not accept or assume any responsibility or liability relating to the amount of insurance that is needed to replace the subject improvements as a result of a covered loss. The advice of a professional insurance agent or broker regarding this or other insurance oriented matters is strongly recommended to ascertain the amount of insurance coverage that would be appropriate.

COMPLETE SCOPE APPRAISAL REQUIREMENTS:
In accordance with the USPAP, the scope of work must always be sufficient to produce credible assignment results. Further, it is the appraiser's responsibility to ensure that the scope of work deployed is sufficient. At a minimum, the scope of work for this assignment is as follows:

1) A complete interior and exterior inspection of the subject property, indicating how size was determined.

2) Analysis of highest and best use.

3) Development of all applicable valuation approaches (Cost, Sales Comparison and Income Capitalization). Clear explanation of reasons for exclusion of any approach not deemed applicable.

4) Disclosure of tax assessment information; current and forecast property taxes.

5) Disclosure, analysis and reconciliation of all sales, agreements of sale, offers, options or listings of the subject property within three (3) years prior to the effective date of the appraisal; to be discussed within the context of the final opinion of market value.

6) The appraisal report must include a section that outlines the scope of work that was performed.

7) Besides conforming to USPAP, the agencies' appraisal regulations require that appraisals supporting federally related transactions must:

a) Be written and contain sufficient information and analysis to support the regulated institution's decision to engage in the transaction.

b) Analyze and report appropriate deductions and discounts for proposed construction or renovation, partially leased buildings, non-market lease terms, and tract developments with unsold units.

c) Be based upon the definition of market value in the regulation.

d) Be performed by a state licensed or certified appraiser in accordance with the regulatory requirements.

Also please review the appraisal guidelines for additional appraisal requirements, especially noting those regarding remaining economic life.

It is mutually agreed that your completed appraisal report, in the specified number of copies, will be delivered to the undersigned on or before the date specified below, and that the total appraisal fee will not exceed the fee specified below.

Date Appraisal Due: March 3, 2014 Fee: $7,500.00 - $8,000.00

Timely delivery of the completed appraisal report is critical. As a term of this agreement, it is expected that within 5 days after you have received and reviewed the property-specific documents/information (to follow by mail), you will communicate the fact of your engagement to the contact person identified below. The purpose of this contact is strictly to introduce yourself and your involvement in providing this professional service to Heritage Bank of Nevada. Your date of inspection is strictly at your discretion.

If, upon review of the property-specific documents/information, you determine that there is other necessary information needed, and that the information should be readily available from the loan applicant, contact the Job Manager listed below, and every effort will be made to have that information provided in a timely manner.

Other than delays resulting from circumstances beyond the appraiser's control, late delivery of the appraisal report may result in penalty in the form of reduction of the appraisal fee by up to $100/day for each business day the report is late. Imposition of the penalty is a last resort and will only be enforced in situations of egregious failure to perform.

The appraisal and report are to be prepared in conformance with the requirements of the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA); the Interagency Appraisal and Evaluation Guidelines; the Uniform Standards of Professional Appraisal Practice (USPAP); and Heritage Bank of Nevada appraisal requirements. The appraisal should include an estimate of exposure time as required in Statement 6 (USPAP) and clearly state the reporting option used under Standard 2-2 (USPAP). The purpose of the appraisal is to estimate market value as defined by the Board of Governors of the Federal Reserve System, in accordance with Title XI of FIRREA (1989). The appraisal will be utilized by Heritage Bank of Nevada as an aid in proper underwriting, loan classification and/or disposition of the asset.

The report should contain sufficient data and analysis to enable the reader to follow the appraiser to the final value conclusions. If a discounted cash flow analysis is utilized, the analysis must be performed using ARGUS© software and a disk or electronic file must be submitted along with the appraisal report. Representatives of Heritage Bank of Nevada may perform an administrative or technical review of the report. Your full cooperation in the review process is deemed to be an integral part of this appraisal assignment.

Heritage Bank of Nevada reserves the right to provide a copy of the appraisal to the borrower, the borrower's representative or any third party Heritage Bank of Nevada may deem appropriate. Further, Heritage Bank of Nevada reserves the right to terminate this appraisal assignment at any time without any further liability or obligation owed to you, if in Heritage Bank of Nevada's judgment you have failed to perform in accordance with the terms and conditions set forth in this engagement letter. The appraiser will maintain the confidentiality and privacy of customer information obtained in the course of this assignment in compliance with USPAP and Regulation P, Title V of the Gramm-Leach-Bliley Financial Modernization Act.

Please address any technical questions on this assignment to the Heritage Bank of Nevada Officer listed below:

Officer Name: Nate Stehura

E-Mail: nstehura@heritagebanknevada.com

Heritage Bank of Nevada
1401 So. Virginia Street
(775) 348-1000

Upon completion of the assignment, please deliver a signed and complete pdf copy to the above e-mail, to be followed by *THREE* copies of the report, the invoice, and all property specific documentation provided by Heritage Bank of Nevada to the Job Manager identified above.

To confirm acceptance of the terms and conditions outlined in this agreement, please print and sign this engagement letter and fax it to the Heritage Bank of Nevada at (775) 682-3624. This serves as our confirmation that you are working on this project. Your acceptance of this engagement also implies your acceptance of the General Terms outlined in our Master Services Agreement (see Reference Documents). Please also include a signed copy of this letter as an addendum to the completed report. The signatory of this engagement letter must also be a signatory of the appraisal report.

Sincerely,

Nate Stehura
Heritage Bank of Nevada

Accepted:

Appraiser Signature _____

Appraiser Name David Stefan

Appraiser Company _____

Date: 2-5-14

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter "AGREEMENT") is entered into this _____, day of February, 2014 between Longley Partners, LLC and or Assignees ("BUYER") and Overland Development Corporation Inc. and Larry James Willard and or Assignees("SELLER");

RECITALS

WHEREAS, SELLER owns the real property ("PROPERTY") described as follows: 7695-7699 S. Virginia St. Reno, NV. Which is legally described in Exhibit "A" to this AGREEMENT.

WHEREAS, BUYER wishes to acquire the PROPERTY on certain terms and subject to certain conditions; and

WHEREAS, SELLER is willing to sell the PROPERTY to BUYER on those terms and subject to those conditions,

NOW, THEREFORE, in consideration of the agreements and promises set forth below, the parties hereto agree as follows:

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. Purchase and Sale. Subject to the terms and conditions in this AGREEMENT, SELLER agrees to sell and BUYER agrees to purchase the PROPERTY.

2. Escrow. An escrow shall be opened to consummate the sale of the PROPERTY, (Herein referred to as the "PROPERTY"), pursuant to this AGREEMENT with Western Title Company, Inc., Reno, Nevada ("ESCROW AGENT"). The parties to this AGREEMENT shall deliver signed escrow instructions to ESCROW AGENT prior to CLOSE OF ESCROW (as defined below in this Paragraph). The instructions shall not modify or amend this AGREEMENT, provided, however, that the parties shall execute any additional instructions requested by ESCROW AGENT in a manner consistent with this AGREEMENT. All amounts deposited by BUYER with the ESCROW AGENT are to be held in escrow in an interest-bearing account with interest credited to BUYER. Unless the parties to this AGREEMENT mutually agree otherwise in writing to an extension, the escrow shall close ("CLOSE OF ESCROW"), the PROPERTY shall be transferred to BUYER and the PURCHASE PRICE (as defined in Paragraph 3, below) paid to SELLER, no later than 30 days from acceptance of this contract or March 3rd, whichever is sooner except as provided in paragraph 4(a)(i) and 4(a)(ii) below.

3. Purchase Price. Subject to the terms and conditions contained in this AGREEMENT, BUYER agrees to pay SELLER the sum of FOUR MILLION AND 00/100 DOLLARS ($4,000,000.00) ("PURCHASE PRICE") payable by BUYER to SELLER as follows:

(a) BUYERS shall deposit with ESCROW AGENT the sum of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS ($25,000.00) as an earnest money deposit ("EARNEST MONEY DEPOSIT") upon the execution of this AGREEMENT by SELLER and BUYERS within Three (3) days of opening of an escrow with ESCROW AGENT. ESCROW AGENT shall deposit the EARNEST MONEY DEPOSIT in an interest bearing escrow account. Upon Buyer removing

QUALIFICATIONS OF DAVID A. STEFAN
CERTIFIED GENERAL APPRAISER
STATE OF NEVADA, CERTIFICATION #A.0000072-CG

Born: *July 30, 1956*

Background: *From 1956 to present, resided in Nevada. Attended local schools and graduated from Sparks High School in 1974.*

Offices Held: *Commissioner 2004-2010 State of Nevada,*
Nevada Commission of Appraisers, President 2008-2010

Education:
National USPAP update (2012-2013)
Complex Appraisal Assignments 2013
Disciplinary Cases 2013
Financial Reform & Appraising 2011
Appraisal Review 2011
Dirty Dozen (USPAP) 2011
National USPAP update 2010-2011
Appraising in a Changing Market 2009
Current Issues in Appraising 2009
1031 Exchange- 2008
Litigation - 2008
USPAP Update - 2008
Construction Details & Trends - 2007
Appraising Historic Properties - 2007
USPAP update - 2007
USPAP update - 2006
Commercial Lease Analysis - 2006
Market Analysis - 2006
USPAP update - 2005
Advanced Water Rights - 2004
Real Estate Investment Analysis - 2004
Scope of Work - 2003
Uniform Standards of Professional Appraisal Practice - 2003
Case Studies in Commercial Highest & Best Use - 2002
Uniform Standards of Professional Appraisal Practice - 2002
Water Rights in Nevada - 2001

Property Flipping & Predatory Lending - 2001
Professional & Technical Appliance with USPAP IV - 2001
Appraiser Law in Nevada - 2001
Lease Abstracting and Analysis - 1999
Attacking and Defending Appraisals in Litigation - 1999
Advanced Water Rights - 1998
De-Mystifying the Tax Deferred Exchange - 1998
Valuation of Detrimental Conditions - 1998
Litigation Skills for the Appraiser - 1998
The Technical Inspection of Real Estate - 1996
Rates, Ratios, and Reasonableness - 1994
Real Estate Cycles: Trends & Analysis - 1993
Subdivision Analysis - 1993
Real Estate Appraisal Principles - 1987
Residential Valuation - 1987
Standards of Professional Practice - 1988
Capitalization Theory &Techniques, Part A - 1990

University of Nevada, Reno 1975-1976

Truckee Meadows Community College: 1976 to present
Course work includes:
- *Business Law*
- *Micro Computers*
- *Basic Appraisal Principles*
- *Small Business Administration*

Northern Nevada Real Estate School -
10 Week Course for Licensing Requirements

License: *Currently licensed in the State of Nevada as a Real Estate Salesman.*

Experience: *From March of 1987 to present, an associate with William G. Kimmel, MAI & Associates, specializing in market studies and independent fee work. Prior to 1987, was a general contractor specializing in custom homes.*

Expert Witness: *Qualified as an expert witness in District Court in Washoe County, Nevada*

Type of Properties Appraised:

Hotels
Motels
Restaurants
Apartments
Mobile Home Parks
Shopping Centers
Warehouses
Subdivisions
Vacant Land
Office Buildings
Commercial Buildings
Industrial Buildings
Recreation Vehicle Parks
Single Family Residences
Planned Unit Developments
Leasehold & Partial Interest

.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standard of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this report.
- The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- The appraiser's state registration has not been revoked, suspended, canceled or restricted.
- I have not provided appraisal services for this property, within the last three years prior to accepting this assignment.

David A. Stefan
Certified General Appraiser
State of Nevada
Certification No. A.0000072-CG

EXHIBIT 32

EXHIBIT 32

NorCal Escrow Solutions, Inc. (408) 842-1760

Seller's Final Closing Statement

Seller(s)	Overland Development Corporation, Inc., 826 Vanderbuilt Place, San Diego, CA 92103 Larry J. Willard, Truste of the Larry James Willard Trust dated 11/14/1987, 826 Vanderbuilt Place, San Diego, CA 92103
Buyer(s)	Longley Partners, LLC, 1200 Financial Boulevard, Reno, NV 89502
Lender	Heritage Bank of Nevada, 1401 S. Virginia Street, Reno, NV 89502
Property	7693 S Virginia St., Reno, NV 89511

Closing date	03/03/2014	Proration date	None
Bank	BOW - BANK OF THE WEST		
Escrow Unit	1 - NorCal Escrow Solutions, Inc.		
Escrow Officer	Lucinda A. Reineccius		

	Debit	Credit
Contract Sales Price		4,000,000.00
Other Adjustments:		
Credit from Realtor for closing costs from Colliers Nevada LLC dba Colliers International		354.68
Credit from buyer to seller		50,000.00
Payoffs:		
Payoff of first mortgage loan to National Credit Union Administration Boad	3,699,802.70	
Principal Balance Good Thru $3,699,802.70		
Payoff of second mortgage loan to Vaam and Assoc	150,000.00	
Principal Balance Good Thru $150,000.00		
Commissions:		
$120,000.00 to Colliers International	120,000.00	
Title Charges:		
Settlement or closing fee to NorCal Escrow Solutions, Inc	1,750.00	
Owner's title insurance to Stewart Title of Nevada		
Liability amount $4,000,000.00	4,000.00	
Notary Fee to Notary Public	100.00	
Document Preparation to NorCal Escrow Solutions, Inc	300.00	
Courier/Mail Service Fee to NorCal Escrow Solutions, Inc	85.00	
Wire Fee to NorCal Escrow Solutions, Inc	60.00	
Recording/Filing fees for recons & UCC to NorCal Escrow Solutions, Inc	120.00	
Recording Fees/Transfer Charges:		
State tax/stamps to Stewart Title of Nevada	8,200.00	
Additional Charges:		
2012/2013 Tax Year to Washoe County Tax Collector	65,936.98	
Subtotal:	4,050,354.68	4,050,354.68
Balance due to Seller:		
Totals:	4,050,354.68	4,050,354.68

I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL.

BY: _____

EXHIBIT 33

EXHIBIT 33

From:NV ENERGY 775 834 4713 04/04/2014 17:06 #627 P.001/014

NVEnergy

FAX

TO:	Brian	FROM:	Sue
FAX:	408-843-1678	FAX:	
PHONE:		PHONE:	775-834-6071
SUBJECT:	Overland Dev. Corp.	DATE:	4-4-14

COMMENTS:

The dates were June 6, 2013 to November 4, 2013. (Oct. 28, 2013 was the actual read.)

On January 23, 2014, it went into another Customers name. Do not authorize to share their bill copies unless you have their tax ID + permission, etc.

(The final read was an actual read.)

Thanks
Sue

NOTICE: The information contained in this email transmission is intended only for the use of the individual or entity named above. ANY DISTRIBUTION OR COPY OF THIS MESSAGE IS PROHIBITED, except by the intended recipient. Attempts to intercept this message are in violation of 18 U.S.C. 2511(1) of Electronic Communications Privacy Act, which subjects the interceptor to fines, imprisonment and/or civil damages. If you are not the intended recipient, please delete it or notify me.

B 787 THIS BILL IS DUE AND PAYABLE UPON RECEIPT. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION.

ACCOUNT NUMBER: 1000171409101175987

Service Address: OVERLAND DEVELOPMENT CORPORATION
7695 S VIRGINIA ST
RENO,NV 89511

Customer	001714091
Premises	0117598

7/11/2013

A08 B09

Next Meter Read Date	Due Date	TOTAL AMOUNT DUE
Aug 5, 2013	Jul 29, 2013	$17,678.07

PREVIOUS BALANCE	PAYMENTS	ADJUSTMENTS	BALANCE FORWARD	CURRENT CHARGES
$.00	$.00	$.00	$.00	$17,678.07

Your bill presentation has changed. With the installation of smart meters, the company is able to eliminate proration of usage in a billing cycle with a rate change. The most significant changes will be seen by TOU customers. TOU customers will see more detailed line item charges within TOU periods. If your smart meter has not yet been installed, and your billing cycle contains a rate change, your bill is still being prorated based on the days of service.

Don't forget to sign up for Paperless Billing. Enroll in MyAccount at nvenergy.com.

As publicized earlier, BTER and DEAA rates increased July 1, 2013. This is a transitional bill which shows the prior and new rate schedules. Your next bill will display the new rate changes.

Our deposit rules have changed effective 1/1/2012. A deposit will be assessed automatically to your account if late charges occur. For further information visit our website at nvenergy.com/rule13north.

ELECTRIC - MEDIUM GENERAL SERVICE

Either the current and/or previous meter reading was **ESTIMATED** designated by an "**E**" after the meter reading.

Meter Number	Service Category	Service Period From	To	Bill Days	Meter Readings Previous	Current		Meter Multiplier	Billing Usage
153007	KWH	Jun 6	Jul 5	29	4290	4556	E	192	51,072
	KW	Jun 6	Jul 5	29	.00	1.00	E	192	192

Call (775) 834-4444 or (800) 962-0399 for assistance Monday-Friday 7:30-5:30 excluding holidays
After hours emergencies call: (775) 834-4100 Mail Payment to: PO BOX 30065 Reno NV 89520

PLEASE RETURN THIS PORTION WITH PAYMENT

MAKE CHECKS PAYABLE TO NV ENERGY

NVEnergy

ACCOUNT NUMBER

1000171409101175987

BALANCE FORWARD	.00
CURRENT CHARGES	17,678.07
TOTAL AMOUNT DUE	$17,678.07
Current Charges due by Jul 29, 2013	

Service Address: 7695 S VIRGINIA ST
RENO,NV 89511

999999993

Please enter amount paid below

$ _____

OVERLAND DEVELOPMENT CORPORATION
826 VANDERBILT PL
SAN DIEGO CA 92103-3819

89520

10001714091011759870001767807 0001767807 0 006

LJW000340

B 788 THIS BILL IS DUE AND PAYABLE UPON RECEIPT. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION.

ACCOUNT NUMBER: 1000171409101175987

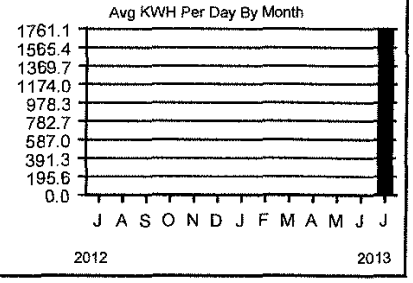
Service Address: OVERLAND DEVELOPMENT CORPORATION
7695 S VIRGINIA ST
RENO,NV 89511

Customer 001714091
Premises 0117598

ELECTRIC - MEDIUM GENERAL SERVICE - Continued

ELECTRIC CONSUMPTION (PRIOR RATE)	42,266.483	KWH	x .06145	2,597.28
ELECTRIC CONSUMPTION (NEW RATE)	8,805.517	KWH	x .06236	549.11
DEMAND CHARGE	192.000	KW	x 3.33000	639.36
DEFERRED ENERGY ADJUSTMENT (PRIDR RATE)	42,266.483	KWH	x .00493CR	208.37 CR
DEFERRED ENERGY ADJUSTMENT (NEW RATE)	8,805.517	KWH	x .00243CR	21.40 CR
FACILITY CHARGE DEMAND	192.000	KW	x 6.68000	1,282.56
TEMP. GREEN POWER FINANCING (TRED)	51,072.000	KWH	x .00095	48.52
RENEWABLE ENERGY PRDGRAM (REPR)	51,072.000	KWH	x .00669	341.67
ENERGY EFFICIENCY (EE) CHARGE	51,072.000	KWH	x .00230	117.47
BASIC SERVICE CHARGE				16.00
LOCAL GOVERNMENT FEE			5%	268.11
UNIVERSAL ENERGY CHARGE	51,072.000	KWH	x .00039	19.92
WASHOE CO. UNDERGRDUNDING SURCHARGE	51,072.000	KWH	x .00159	81.20
TOTAL ELECTRIC SERVICE AMOUNT				**$5,731.43**

USAGE HISTORY	NO. DAYS	KWH	AVG KWH PER DAY	AVG COST PER DAY
THIS MONTH	29	51,072	1,761.1	197.64



GAS - SMALL COMM/INDUST NATURAL GAS SERV

Either the current and/or previous meter reading was **ESTIMATED** designated by an **'E'** after the meter reading.

Meter Number	Service Period From	To	Bill Days	Meter Readings Previous	Current		Meter Multiplier	BTU Factor	Pressure Factor	Billing Usage
37082	Jun 6	Jul 5	29	90128	90188	E	0.0010	1032.64500	1.05100	65

GAS CONSUMPTION CHARGE (PRIOR RATE)	53.793	THERMS	x 0.57437	30.90
GAS CONSUMPTION CHARGE (NEW RATE)	11.207	THERMS	x 0.59075	6.62
DEFERRED ENERGY ADJUSTMENT (PRIOR RATE)	53.793	THERMS	x 0.17687 CR	9.51 CR
DEFERRED ENERGY ADJUSTMENT (NEW RATE)	11.207	THERMS	x 0.15187 CR	1.70 CR
RENEWABLE ENERGY PROGRAM (REPR)	65.000	THERMS	x 0.00365	.24
BASIC SERVICE CHARGE				21.00
LOCAL GOVERNMENT FEE			5%	2.38
UNIVERSAL ENERGY CHARGE	65.000	THERMS	x 0.00330	.21
TOTAL GAS SERVICE AMOUNT				**$50.14**

B 789 THIS BILL IS DUE AND PAYABLE UPON RECEIPT. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION.

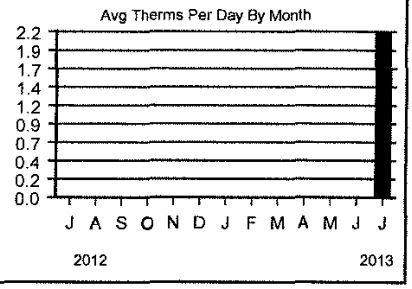
ACCOUNT NUMBER: 1000171409101175987

Service Address: OVERLAND DEVELOPMENT CORPORATION
7695 S VIRGINIA ST
RENO,NV 89511

Customer	0017140911
Premises	0117598

GAS - SMALL COMM/INDUST NATURAL GAS SERV — Continued

USAGE HISTORY	NO. DAYS	GAS THERMS	AVG THERMS PER DAY	AVG COST PER DAY
THIS MONTH	29	65	2.2	1.73



MISCELLANEOUS CHARGES / CREDITS

DEPOSIT		11,865.00
SERVICE ESTABLISHMENT CHARGE - ELEC		15.00
SERVICE ESTABLISHMENT CHARGE - GAS		15.00
LOCAL GOVERNMENT FEE	5%	0.75
LOCAL GOVERNMENT FEE	5%	0.75
TOTAL MISCELLANEOUS CHARGES / CREDITS		**$11,896.50**

LJW000342

B 904 THIS BILL IS DUE AND PAYABLE UPON RECEIPT. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION.

ACCOUNT NUMBER: 1000171409101175987 Page 1 of 2

Service Address: OVERLAND DEVELOPMENT CORPORATION
7695 S VIRGINIA ST
RENO,NV 89511

Customer	001714091
Premises	0117598

8/08/2013
A08 B08

Next Meter Read Date	Due Date	TOTAL AMOUNT DUE
Sep 4, 2013	Aug 26, 2013	$17,146.18

PREVIOUS BALANCE	PAYMENTS	ADJUSTMENTS	BALANCE FORWARD	CURRENT CHARGES
$17,678.07	$.00	$.00	$17,678.07	$531.89CR

Don't forget to sign up for Paperless Billing. Enroll in MyAccount at nvenergy.com.

Our deposit rules have changed effective 1/1/2012. A deposit will be assessed automatically to your account if late charges occur. For further information visit our website at nvenergy.com/rule13north.

Our records show that a portion of your balance is past due. Payment of your past due balance in the amount of $17,678.07 is required to avoid an interruption in service.

ELECTRIC - SMALL GENERAL SERVICE

A reading that was taken on this meter the previous month was incorrect. Corrections to the meter readings and billing are reflected on this bill as a negative charge. We apologize for any inconvenience this may have caused.

Either the current and/or previous meter reading was **ESTIMATED** designated by an "**E**" after the meter reading.

Meter Number	Service Category	Service Period From	To	Bill Days	Meter Readings Previous		Current	Meter Multiplier	Billing Usage
153007	KWH	Jul 5	Aug 7	33	4556	E	4520	192	6,912-
	KW	Jul 5	Aug 7	33	1.00	E	.25	192	48

ELECTRIC CONSUMPTION	6,912.000-	KWH	x .09007	622.56 CR
DEFERRED ENERGY ADJUSTMENT	6,912.000-	KWH	x .00243CR	16.80
TEMP. GREEN POWER FINANCING (TRED)	6,912.000-	KWH	x .00095	6.57 CR
RENEWABLE ENERGY PROGRAM (REPR)	6,912.000-	KWH	x .00669	46.24 CR
ENERGY EFFICIENCY (EE) CHARGE	6,912.000-	KWH	x .00221	15.28 CR
BASIC SERVICE CHARGE				24.00
LOCAL GOVERNMENT FEE			5%	32.49 CR
UNIVERSAL ENERGY CHARGE	6,912.000-	KWH	x .00039	2.70 CR
WASHOE CO. UNDERGROUNDING SURCHARGE	6,912.000-	KWH	x .00159	10.99 CR
TOTAL ELECTRIC SERVICE AMOUNT				$696.03 CR

Call (775) 834-4444 or (800) 962-0399 for assistance Monday-Friday 7:30-5:30 excluding holidays
After hours emergencies call: (775) 834-4100 Mail Payment to: PO BOX 30065 Reno NV 89520

PLEASE RETURN THIS PORTION WITH PAYMENT

MAKE CHECKS PAYABLE TO NV ENERGY

NVEnergy

ACCOUNT NUMBER
1000171409101175987

BALANCE FORWARD	17,678.07
CURRENT CHARGES	531.89 CR
TOTAL AMOUNT DUE	$17,146.18
Current Charges due by Aug 26, 2013	

Service Address: 7695 S VIRGINIA ST
RENO,NV 89511

999999982

Please enter amount paid below

$ _____

OVERLAND DEVELOPMENT CORPORATION
826 VANDERBILT PL
SAN DIEGO CA 92103-3819

89520

10001714091011759870001714618 0000000000 0 009

LJW000343

B 905 THIS BILL IS DUE AND PAYABLE UPON RECEIPT. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION.

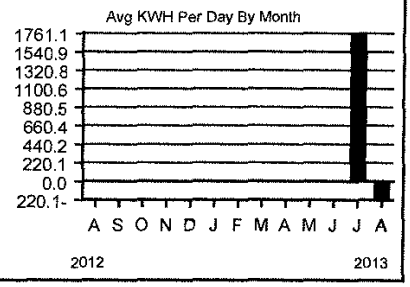
ACCOUNT NUMBER: 1000171409101175987

Service Address: OVERLAND DEVELOPMENT CORPORATION
7695 S VIRGINIA ST
RENO,NV 89511

Customer 001714091
Premises 0117598

ELECTRIC - SMALL GENERAL SERVICE- Continued

USAGE HISTORY	NO. DAYS	KWH	AVG KWH PER DAY	AVG COST PER DAY
THIS MONTH	33	6,912-	209.5-	21.09CR
LAST MONTH	29	51,072	1,761.1	



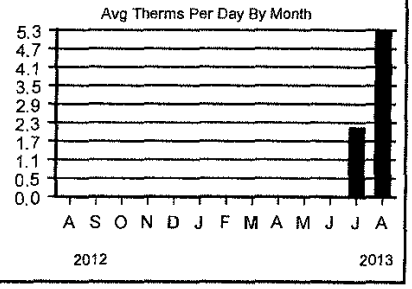
GAS - SMALL COMM/INDUST NATURAL GAS SERV

Either the current and/or previous meter reading was **ESTIMATED** designated by an **'E'** after the meter reading.

Meter Number	Service Period From	To	Bill Days	Meter Readings Previous	Current	Meter Multiplier	BTU Factor	Pressure Factor	Billing Usage
37082	Jul 5	Aug 7	33	90188	E 90350	0.0010	1027.16700	1.05100	175

GAS CONSUMPTION CHARGE	175.000	THERMS	x 0.59075	103.38
DEFERRED ENERGY ADJUSTMENT	175.000	THERMS	x 0.15187 CR	26.58 CR
RENEWABLE ENERGY PROGRAM (REPR)	175.000	THERMS	x 0.00365	.64
BASIC SERVICE CHARGE				21.00
LOCAL GOVERNMENT FEE			5%	4.92
UNIVERSAL ENERGY CHARGE	175.000	THERMS	x 0.00330	.58
TOTAL GAS SERVICE AMOUNT				**$103.94**

USAGE HISTORY	NO. DAYS	GAS THERMS	AVG THERMS PER DAY	AVG COST PER DAY
THIS MONTH	33	175	5.3	3.15
LAST MONTH	29	65	2.2	



MISCELLANEOUS CHARGES / CREDITS

LATE CHARGE		0.32
LOCAL GOVERNMENT FEE	5%	0.02
LATE CHARGE - ELECTRIC		56.50
LOCAL GOVERNMENT FEE	5%	2.83
LATE CHARGE - GAS		0.50
LOCAL GOVERNMENT FEE	5%	0.03
TOTAL MISCELLANEOUS CHARGES / CREDITS		$60.20

C 7605 THIS BILL IS DUE AND PAYABLE UPON RECEIPT. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION.

ACCOUNT NUMBER: 1000171409101175987

Service Address: OVERLAND DEVELOPMENT CORPORATION
7695 S VIRGINIA ST
RENO,NV 89511

Customer	001714091
Premises	0117598

9/07/2013
A08 B08

Next Meter Read Date	Due Date	TOTAL AMOUNT DUE
Oct 3, 2013	Sep 25, 2013	$19,300.89

PREVIOUS BALANCE	PAYMENTS	ADJUSTMENTS	BALANCE FORWARD	CURRENT CHARGES
$17,146.18	$.00	$.00	$17,146.18	$2,154.71

Don't forget to sign up for Paperless Billing. Enroll in MyAccount at nvenergy.com.

BTER and DEAA rates will increase effective October 1, 2013. Please see the enclosed insert(s) for details.

Our deposit rules have changed effective 1/1/2012. A deposit will be assessed automatically to your account if late charges occur. For further information visit our website at nvenergy.com/rule13north.

Our records show that a portion of your balance is past due. Payment of your past due balance in the amount of $17,146.18 is required to avoid an interruption in service.

ELECTRIC - MEDIUM GENERAL SERVICE

Meter Number	Service Category	Service Period From	To	Bill Days	Meter Readings Previous	Current	Meter Multiplier	Billing Usage
153007	KWH	Aug 7	Sep 5	29	4520	4630	192	21,120
	KW	Aug 7	Sep 5	29	.25	.22	192	42

ELECTRIC CONSUMPTION	21,120.000	KWH	x .06236	1,317.04
DEMAND CHARGE	42.000	KW	x 3.33000	139.86
DEFERRED ENERGY ADJUSTMENT	21,120.000	KWH	x .00243CR	51.32 CR
FACILITY CHARGE DEMAND	42.000	KW	x 6.68000	280.56
TEMP. GREEN POWER FINANCING (TRED)	21,120.000	KWH	x .00095	20.06
RENEWABLE ENERGY PROGRAM (REPR)	21,120.000	KWH	x .00669	141.29
ENERGY EFFICIENCY (EE) CHARGE	21,120.000	KWH	x .00230	48.58
BASIC SERVICE CHARGE				16.00
LOCAL GOVERNMENT FEE			5%	95.60
UNIVERSAL ENERGY CHARGE	21,120.000	KWH	x .00039	8.24
WASHOE CO. UNDERGROUNDING SURCHARGE	21,120.000	KWH	x .00159	33.58
TOTAL ELECTRIC SERVICE AMOUNT				**$2,049.49**

Call (775) 834-4444 or (800) 962-0399 for assistance Monday-Friday 7:30-5:30 excluding holidays
After hours emergencies call: (775) 834-4100 Mail Payment to: PO BOX 30065 Reno NV 89520

PLEASE RETURN THIS PORTION WITH PAYMENT

MAKE CHECKS PAYABLE TO NV ENERGY

NVEnergy

ACCOUNT NUMBER
1000171409101175987

BALANCE FORWARD	17,146.18
CURRENT CHARGES	2,154.71
TOTAL AMOUNT DUE	$19,300.89
Current Charges due by Sep 25, 2013	

Service Address: 7695 S VIRGINIA ST
RENO,NV 89511

Please enter amount paid below

$ _____

OVERLAND DEVELOPMENT CORPORATION
826 VANDERBILT PL
SAN DIEGO CA 92103-3819

89520

1000171409101175987 0001930089 0000215471 0 005

LJW000345

C 7606 THIS BILL IS DUE AND PAYABLE UPON RECEIPT. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION.

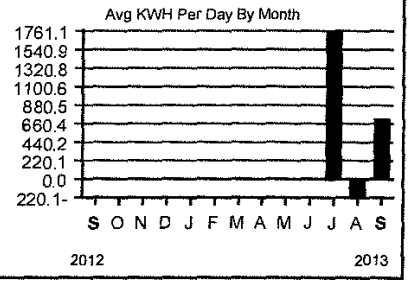
ACCOUNT NUMBER: 1000171409101175987

Service Address: OVERLAND DEVELOPMENT CORPORATION
7695 S VIRGINIA ST
RENO,NV 89511

Customer 001714091
Premises 0117598

ELECTRIC - MEDIUM GENERAL SERVICE - Continued

USAGE HISTORY	NO. DAYS	KWH	AVG KWH PER DAY	AVG COST PER DAY
THIS MONTH	29	21,120	728.3	70.67
LAST MONTH	33	6,912-	209.5-	



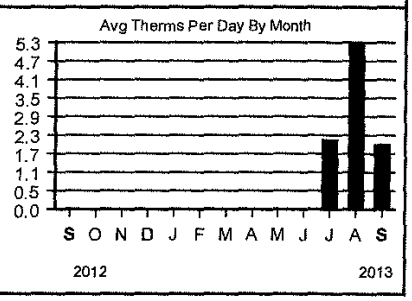
GAS - SMALL COMM/INDUST NATURAL GAS SERV

If you turned off your natural gas service last spring, don't wait for that cold snap to hit. Call 834-4444 for an appointment to relight any gas appliance.

Meter Number	Service Period From	To	Bill Days	Meter Readings Previous	Current	Meter Multiplier	BTU Factor	Pressure Factor	Billing Usage
37082	Aug 7	Sep 5	29	90350	90406	0.0010	1030.90300	1.05100	61

GAS CONSUMPTION CHARGE	61.000	THERMS	x 0.59075		36.04
DEFERRED ENERGY ADJUSTMENT	61.000	THERMS	x 0.15187 CR		9.26 CR
RENEWABLE ENERGY PROGRAM (REPR)	61.000	THERMS	x 0.00365		.22
BASIC SERVICE CHARGE					21.00
LOCAL GOVERNMENT FEE			5%		2.40
UNIVERSAL ENERGY CHARGE	61.000	THERMS	x 0.00330		.20
TOTAL GAS SERVICE AMOUNT					$50.60

USAGE HISTORY	NO. DAYS	GAS THERMS	AVG THERMS PER DAY	AVG COST PER DAY
THIS MONTH	29	61	2.1	1.74
LAST MONTH	33	175	5.3	



MISCELLANEOUS CHARGES / CREDITS

LATE CHARGE - ELECTRIC		51.50
LOCAL GOVERNMENT FEE	5%	2.58
LATE CHARGE - GAS		0.51
LOCAL GOVERNMENT FEE	5%	0.03
TOTAL MISCELLANEOUS CHARGES / CREDITS		$54.62

LJW000346

B 645 THIS BILL IS DUE AND PAYABLE UPON RECEIPT. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION.

ACCOUNT NUMBER: 100017140910117598 7 Page 1 of 3

Service Address: OVERLAND DEVELOPMENT CORPORATION
7695 S VIRGINIA ST
RENO,NV 89511

Customer	001714091
Premises	0117598

10/11/2013
A08 B11

Next Meter Read Date	Due Date	TOTAL AMOUNT DUE
Nov 1, 2013	Oct 29, 2013	$21,471.48

PREVIOUS BALANCE	PAYMENTS	ADJUSTMENTS	BALANCE FORWARD	CURRENT CHARGES
$19,300.89	$.00	$.00	$19,300.89	$2,170.59

The Energy Efficiency (EE) Amortization is an adjustment to account for over or under collection of the cost for Energy Efficiency and Conservation Programs.

Don't forget to sign up for Paperless Billing. Enroll in MyAccount at nvenergy.com.

As publicized earlier, rates increased October 1, 2013. Please see the enclosed insert(s). This is a transitional bill which shows the prior and new rate schedules.

Our deposit rules have changed effective 1/1/2012. A deposit will be assessed automatically to your account if late charges occur. For further information visit our website at nvenergy.com/rule13north.

Our records show that a portion of your balance is past due. Payment of your past due balance in the amount of $19,300.89 is required to avoid an interruption in service.

ELECTRIC - MEDIUM GENERAL SERVICE

Either the current and/or previous meter reading was **ESTIMATED** designated by an "E" after the meter reading.

Meter Number	Service Category	Service Period From	To	Bill Days	Meter Readings Previous	Current		Meter Multiplier	Billing Usage
153007	KWH	Sep 5	Oct 3	28	4630	4739	E	192	20,928
	KW	Sep 5	Oct 3	28	.22	.22	E	192	42

Call (775) 834-4444 or (800) 962-0399 for assistance Monday-Friday 7:30-5:30 excluding holidays
After hours emergencies call: (775) 834-4100 Mail Payment to: PO BOX 30065 Reno NV 89520

PLEASE RETURN THIS PORTION WITH PAYMENT

MAKE CHECKS PAYABLE TO NV ENERGY

NVEnergy

ACCOUNT NUMBER
100017140910117598 7

BALANCE FORWARD	19,300.89
CURRENT CHARGES	2,170.59
TOTAL AMOUNT DUE	$21,471.48
Current Charges due by Oct 29, 2013	

Service Address: 7695 S VIRGINIA ST
RENO,NV 89511

999999993

Please enter amount paid below

$ _____

OVERLAND DEVELOPMENT CORPORATION
826 VANDERBILT PL
SAN DIEGO CA 92103-3819

89520

100017140910117598 7 0002147148 0000217059 0 000

LJW000347

B 646 THIS BILL IS DUE AND PAYABLE UPON RECEIPT. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION.

ACCOUNT NUMBER: 1000171409101175987

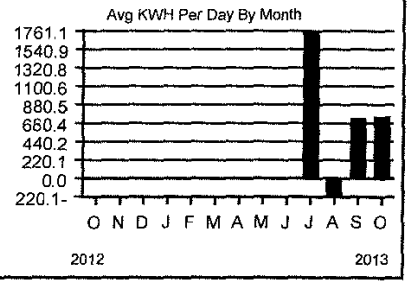
Service Address: OVERLAND DEVELOPMENT CORPORATION
7695 S VIRGINIA ST
RENO,NV 89511

Customer 001714091
Premises 0117598

ELECTRIC - MEDIUM GENERAL SERVICE- Continued

ELECTRIC CONSUMPTION (PRIOR RATE)	18,685.714	KWH	x .06236	1,165.24
ELECTRIC CONSUMPTION (NEW RATE)	2,242.286	KWH	x .06550	146.87
DEMAND CHARGE	42.000	KW	x 3.33000	139.86
FACILITY CHARGE DEMAND	42.000	KW	x 6.68000	280.56
DEFERRED ENERGY ADJUSTMENT (PRIOR RATE)	18,685.714	KWH	x .00243CR	45.41 CR
TEMP. GREEN POWER FINANCING (TRED) (PRIOR RATE)	18,685.714	KWH	x .00095	17.75
TEMP. GREEN POWER FINANCING (TRED) (NEW RATE)	2,242.286	KWH	x .00111	2.49
RENEWABLE ENERGY PROGRAM (REPR) (PRIOR RATE)	18,685.714	KWH	x .00669	125.01
RENEWABLE ENERGY PROGRAM (REPR) (NEW RATE)	2,242.286	KWH	x .00638	14.31
ENERGY EFFICIENCY (EE) CHARGE (PRIOR RATE)	18,685.714	KWH	x .00230	42.98
ENERGY EFFICIENCY (EE) CHARGE (NEW RATE)	2,242.286	KWH	x .00191	4.28
ENERGY EFFICIENCY AMORTIZATION (NEW RATE)	2,242.286	KWH	x .00087CR	1.95 CR
BASIC SERVICE CHARGE				16.00
LOCAL GOVERNMENT FEE			5%	95.40
UNIVERSAL ENERGY CHARGE	20,928.000	KWH	x .00039	8.16
WASHOE CO. UNDERGROUNDING SURCHARGE	20,928.000	KWH	x .00159	33.28
TOTAL ELECTRIC SERVICE AMOUNT				**$2,044.83**

USAGE HISTORY	NO. DAYS	KWH	AVG KWH PER DAY	AVG COST PER DAY
THIS MONTH	28	20,928	747.4	73.03
LAST MONTH	29	21,120	728.3	



GAS - SMALL COMM/INDUST NATURAL GAS SERV

If you turned off your natural gas service last spring, don't wait for that cold snap to hit. Call 834-4444 for an appointment to relight any gas appliance.

Either the current and/or previous meter reading was **ESTIMATED** designated by an **'E'** after the meter reading.

Meter Number	Service Period From	To	Bill Days	Meter Readings Previous	Current		Meter Multiplier	BTU Factor	Pressure Factor	Billing Usage
37082	Sep 5	Oct 3	28	90406	90456	E	0.0010	1037.64500	1.05100	55

GAS CONSUMPTION CHARGE (PRIOR RATE)	49.107	THERMS	x 0.59075	29.01
GAS CONSUMPTION CHARGE (NEW RATE)	5.893	THERMS	x 0.62158	3.66
DEFERRED ENERGY ADJUSTMENT (PRIOR RATE)	49.107	THERMS	x 0.15187 CR	7.46 CR
RENEWABLE ENERGY PROGRAM (PRIOR RATE)	49.107	THERMS	x 0.00365	.18
RENEWABLE ENERGY PROGRAM (NEW RATE)	5.893	THERMS	x 0.00226	.01
BASIC SERVICE CHARGE				21.00
LOCAL GOVERNMENT FEE			5%	2.32
UNIVERSAL ENERGY CHARGE	55.000	THERMS	x 0.00330	.18
TOTAL GAS SERVICE AMOUNT				**$48.90**

B 647 THIS BILL IS DUE AND PAYABLE UPON RECEIPT. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION.

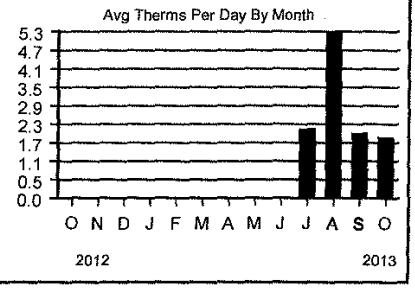
ACCOUNT NUMBER: 1000171409101175987

Service Address: OVERLAND DEVELOPMENT CORPORATION
7695 S VIRGINIA ST
RENO,NV 89511

Customer 001714091
Premises 0117598

GAS - SMALL COMM/INDUST NATURAL GAS SERV — Continued

USAGE HISTORY	NO. DAYS	GAS THERMS	AVG THERMS PER DAY	AVG COST PER DAY
THIS MONTH	28	55	2.0	1.75
LAST MONTH	29	61	2.1	



MISCELLANEOUS CHARGES / CREDITS

LATE CHARGE - ELECTRIC		72.19
LOCAL GOVERNMENT FEE	5%	3.61
LATE CHARGE - GAS		1.01
LOCAL GOVERNMENT FEE	5%	0.05
TOTAL MISCELLANEOUS CHARGES / CREDITS		**$76.86**

B 798 THIS BILL IS DUE AND PAYABLE UPON RECEIPT. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION.

ACCOUNT NUMBER: 100017140910117598 7

Service Address: OVERLAND DEVELOPMENT CORPORATION
7695 S VIRGINIA ST
RENO,NV 89511

Customer	001714091
Premises	0117598

11/06/2013
A08 B08

FINAL BILL

Due Date	TOTAL AMOUNT DUE
Nov 25, 2013	$10,393.35

PREVIOUS BALANCE	PAYMENTS	ADJUSTMENTS	BALANCE FORWARD	CURRENT CHARGES
$21,471.48	$.00	$.00	$21,471.48	$11,078.13CR

The Energy Efficiency (EE) Amortization is an adjustment to account for over or under collection of the cost for Energy Efficiency and Conservation Programs.

Don't forget to sign up for Paperless Billing. Enroll in MyAccount at nvenergy.com.

As publicized earlier, rates increased October 1, 2013. Please see the enclosed insert(s) for more details.

Our deposit rules have changed effective 1/1/2012. A deposit will be assessed automatically to your account if late charges occur. For further information visit our website at nvenergy.com/rule13north.

Your final utility bill is now due. Please subtract any portion of this amount that has been paid.

ELECTRIC - MEDIUM GENERAL SERVICE

Either the current and/or previous meter reading was **ESTIMATED** designated by an **"E"** after the meter reading.

Meter Number	Service Category	Service From	Period To	Bill Days	Meter Readings Previous		Current	Meter Multiplier	Billing Usage
153007	KWH	Oct 3	Oct 28	25	4739	E	4747	192	1,536
	KW	Oct 3	Oct 28	25	.22	E	.20	192	38

Call (775) 834-4444 or (800) 962-0399 for assistance Monday-Friday 7:30-5:30 excluding holidays
After hours emergencies call: (775) 834-4100 Mail Payment to: PO BOX 30065 Reno NV 89520

PLEASE RETURN THIS PORTION WITH PAYMENT

MAKE CHECKS PAYABLE TO NV ENERGY

NVEnergy

ACCOUNT NUMBER
100017140910117598 7
FINAL BILL

BALANCE FORWARD	21,471.48
CURRENT CHARGES	11,078.13 CR
TOTAL AMOUNT DUE	$10,393.35
Current Charges due by Nov 25, 2013	

Service Address: 7695 S VIRGINIA ST
RENO,NV 89511

Please enter amount paid below

$ _____

999999982

OVERLAND DEVELOPMENT CORPORATION
826 VANDERBILT PL
SAN DIEGO CA 92103-3819

89520

1000171409101175987 0001039335 0000000000 0 003

LJW000350

B 799 THIS BILL IS DUE AND PAYABLE UPON RECEIPT. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION.

ACCOUNT NUMBER: 1000171409101175987

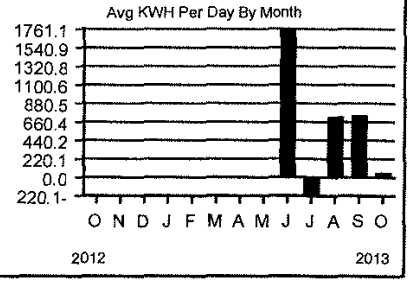
Service Address: DVERLAND DEVELOPMENT CORPORATION
7695 S VIRGINIA ST
RENO,NV 89511

Customer 001714091
Premises 0117598

ELECTRIC - MEDIUM GENERAL SERVICE - Continued

ELECTRIC CONSUMPTION	1,536.000	KWH	x .06550	100.61
DEMAND CHARGE	38.000	KW	x 3.33000	126.54
FACILITY CHARGE DEMAND	38.000	KW	x 6.68000	253.84
TEMP. GREEN POWER FINANCING (TRED)	1,536.000	KWH	x .00111	1.70
RENEWABLE ENERGY PROGRAM (REPR)	1,536.000	KWH	x .00638	9.80
ENERGY EFFICIENCY (EE) CHARGE	1,536.000	KWH	x .00191	2.93
ENERGY EFFICIENCY AMORTIZATION (NEW RATE)	1,536.000	KWH	x .00087CR	1.34 CR
BASIC SERVICE CHARGE				13.33
LOCAL GOVERNMENT FEE			5%	25.37
UNIVERSAL ENERGY CHARGE	1,536.000	KWH	x .00039	.60
WASHOE CO. UNDERGROUNDING SURCHARGE	1,536.000	KWH	x .00159	2.44
TOTAL ELECTRIC SERVICE AMOUNT				**$535.82**

USAGE HISTORY	NO. DAYS	KWH	AVG KWH PER DAY	AVG COST PER DAY
THIS MONTH	25	1,536	61.4	21.43
LAST MONTH	28	20,928	747.4	



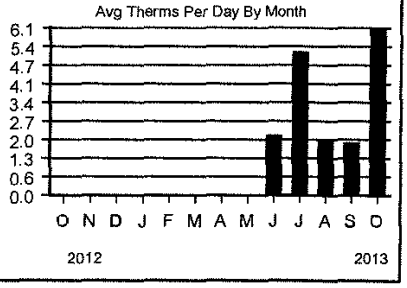
GAS - SMALL COMM/INDUST NATURAL GAS SERV

Either the current and/or previous meter reading was **ESTIMATED** designated by an **'E'** after the meter reading.

Meter Number	Service Period From	Service Period To	Bill Days	Meter Readings Previous		Meter Readings Current	Meter Multiplier	BTU Factor	Pressure Factor	Billing Usage
37082	Oct 3	Nov 4	32	90456	E	90639	0.0010	1024.13300	1.05100	197

GAS CONSUMPTION CHARGE	197.000	THERMS	x 0.62158	122.45
RENEWABLE ENERGY PROGRAM	197.000	THERMS	x 0.00226	.45
BASIC SERVICE CHARGE				21.00
LOCAL GOVERNMENT FEE			5%	7.20
UNIVERSAL ENERGY CHARGE	197.000	THERMS	x 0.00330	.65
TOTAL GAS SERVICE AMOUNT				**$151.75**

USAGE HISTORY	NO. DAYS	GAS THERMS	AVG THERMS PER DAY	AVG COST PER DAY
THIS MONTH	32	197	6.2	4.74
LAST MONTH	28	55	2.0	



LJW000351

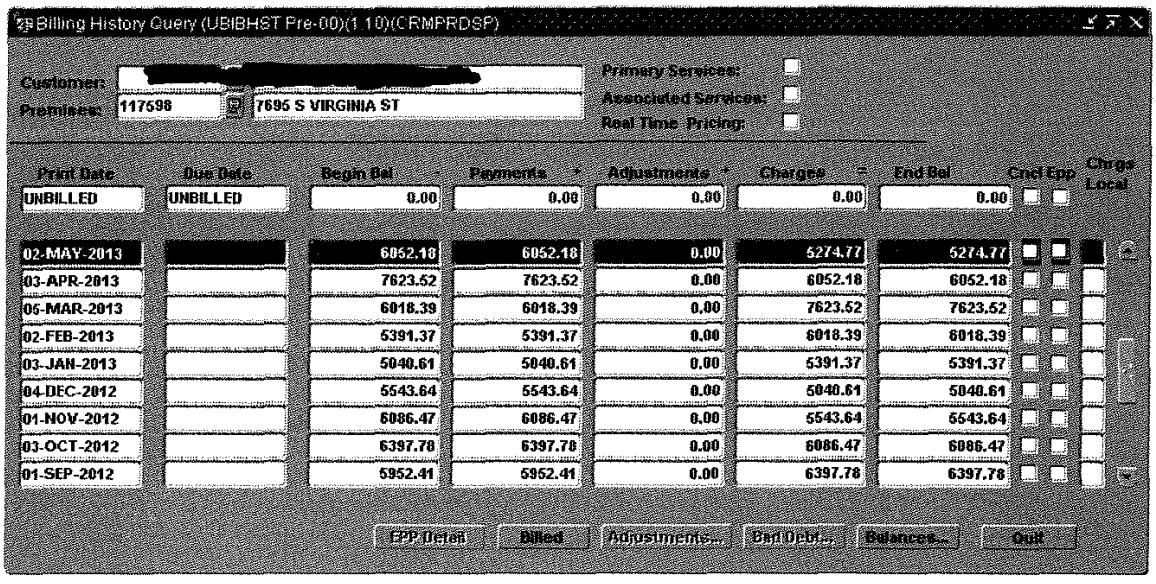
B 800 THIS BILL IS DUE AND PAYABLE UPON RECEIPT. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION.

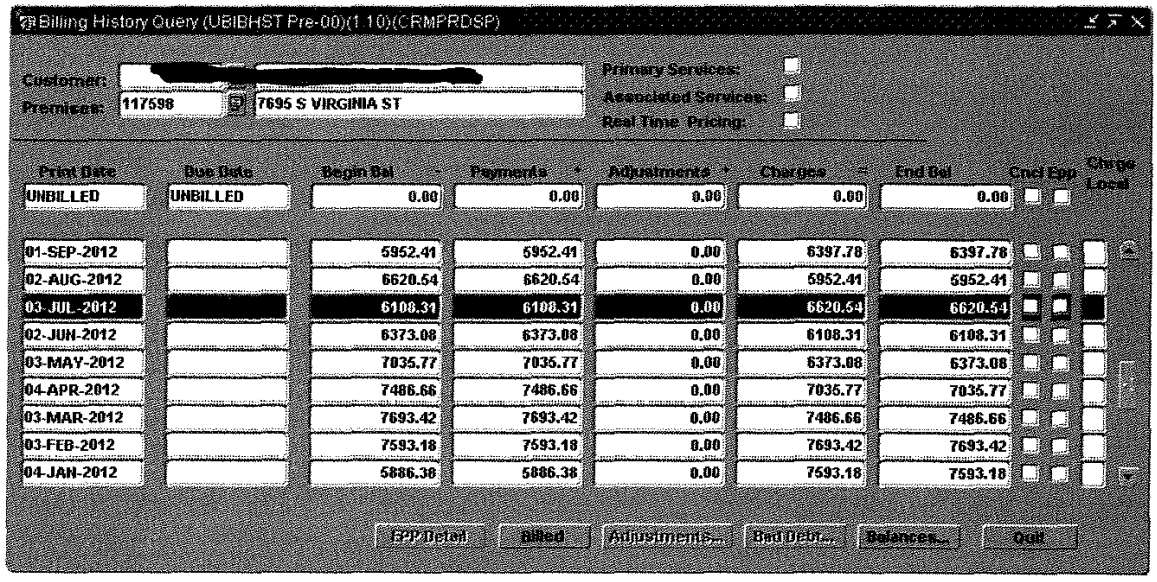
ACCOUNT NUMBER: 1000171409101175987

Service Address: OVERLAND DEVELOPMENT CORPORATION
7695 S VIRGINIA ST
RENO,NV 89511

Customer 001714091
Premises 0117598

MISCELLANEOUS CHARGES / CREDITS		
DEPOSIT AOJUSTMENT		11,865.00 CR
LATE CHARGE - ELECTRIC		93.04
LOCAL GOVERNMENT FEE	5%	4.65
LATE CHARGE - GAS		1.53
LOCAL GOVERNMENT FEE	5%	0.08
TOTAL MISCELLANEOUS CHARGES / CREDITS		**$11,765.70 CR**


Billing History Query (UBIBHST Pre-00)(1 10)(CRMPRDSP)
Customer:
Premises: 117598 7695 S VIRGINIA ST
Primary Services:
Associated Services:
Real Time Pricing:
Print Date
Due Date
Begin Bal -
Payments +
Adjustments +
Charges =
End Bal
Cncl Epp
Chrge Local
UNBILLED UNBILLED 0.00 0.00 0.00 0.00 0.00
02-MAY-2013 6052.18 6052.18 0.00 5274.77 5274.77
03-APR-2013 7623.52 7623.52 0.00 6052.18 6052.18
06-MAR-2013 6018.39 6018.39 0.00 7623.52 7623.52
02-FEB-2013 5391.37 5391.37 0.00 6018.39 6018.39
03-JAN-2013 5040.61 5040.61 0.00 5391.37 5391.37
04-DEC-2012 5543.64 5543.64 0.00 5040.61 5040.61
01-NOV-2012 6086.47 6086.47 0.00 5543.64 5543.64
03-OCT-2012 6397.78 6397.78 0.00 6086.47 6086.47
01-SEP-2012 5952.41 5952.41 0.00 6397.78 6397.78
EPP Defer
Billed
Adjustments...
Bad Debt...
Balances...
Quit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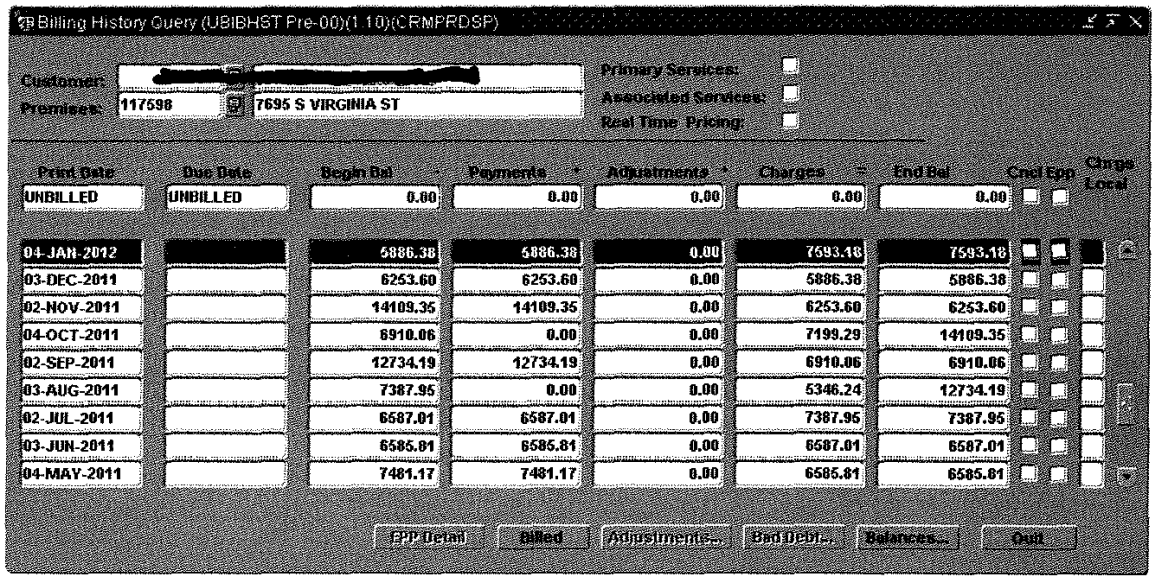
Customer:
Premises: 117598 7695 S VIRGINIA ST
Primary Services:
Associated Services:
Real Time Pricing:
Print Date
Due Date
Begin Bal
Payments
Adjustments
Charges
End Bal
Cncl Eqp
Charge Local
UNBILLED UNBILLED 0.00 0.00 0.00 0.00 0.00
01-SEP-2012 5952.41 5952.41 0.00 6397.78 6397.78
02-AUG-2012 6620.54 6620.54 0.00 5952.41 5952.41
03-JUL-2012 6108.31 6108.31 0.00 6620.54 6620.54
02-JUN-2012 6373.08 6373.08 0.00 6108.31 6108.31
03-MAY-2012 7035.77 7035.77 0.00 6373.08 6373.08
04-APR-2012 7486.66 7486.66 0.00 7035.77 7035.77
03-MAR-2012 7693.42 7693.42 0.00 7486.66 7486.66
03-FEB-2012 7593.18 7593.18 0.00 7693.42 7693.42
04-JAN-2012 5886.38 5886.38 0.00 7593.18 7593.18
EPP Detail
Billed
Adjustments...
Bad Debt...
Balances...
Quit


Billing History Query (UBIBHST Pre-00)(1.10)(CRMPRDSP)
Customer:
Premises: 117598 7695 S VIRGINIA ST
Primary Services:
Associated Services:
Real Time Pricing:
Print Date
Due Date
Begin Bal
Payments
Adjustments
Charges
End Bal
Cncl Epp
Charge Local
UNBILLED UNBILLED 0.00 0.00 0.00 0.00 0.00
04-JAN-2012 5886.38 5886.38 0.00 7593.18 7593.18
03-DEC-2011 6253.60 6253.60 0.00 5886.38 5886.38
02-NOV-2011 14109.35 14109.35 0.00 6253.60 6253.60
04-OCT-2011 6910.06 0.00 0.00 7199.29 14109.35
02-SEP-2011 12734.19 12734.19 0.00 6910.06 6910.06
03-AUG-2011 7387.95 0.00 0.00 5346.24 12734.19
02-JUL-2011 6587.01 6587.01 0.00 7387.95 7387.95
03-JUN-2011 6585.81 6585.81 0.00 6587.01 6587.01
04-MAY-2011 7481.17 7481.17 0.00 6585.81 6585.81
EPP Detail
Billed
Adjustments...
Bad Debt...
Balances...
Quit

LJW000355

EXHIBIT 34

EXHIBIT 34

Berkshire Hathaway HOMESTATE COMPANIES

BERKSHIRE HATHAWAY HOMESTATE INSURANCE COMPANY • BROOKWOOD INSURANCE COMPANY • CONTINENTAL DIVIDE INSURANCE COMPANY
CYPRESS INSURANCE COMPANY • OAK RIVER INSURANCE COMPANY • REDWOOD FIRE AND CASUALTY INSURANCE COMPANY

FINAL PREMIUM NOTICE

09/25/2013

Name: OVERLAND DEVELOPMENT CORP
Agent: A & H INSURANCE, INC
Agency Code: H01730

Account Number: 20 NVM500990
Policy Number: 20 NVM500990

	Amount
Prior Balance (last statement)	$7,206.00
Payments	$0.00
Credits	$-6,782.00
New Charges	$0.00
Installment Fees	$0.00
Current Balance as of 09/25/2013 :	*$424.00*

OVERLAND DEVELOPMENT CORP
826 VANDERBILT PLACE
SAN DIEGO, CA 92103

Current Amount Due:	$424.00
Due Date:	10/15/2013

ACCOUNT ACTIVITY

Policy Number	Description	Installments	Payments	New Charges
NVM500990-20	MISC POLICY CANCEL EFF 09/23/13		-6,782.00	
NVM500990-20	MISC POLICY EFF 06/01/13	424.00		
	Totals:	424.00	-6,782.00	0.00

** FINAL PREMIUM NOTICE - UNPAID BALANCE **

YOUR POLICY NVM500990-20 HAS BEEN ENDORSED "OR" AUDITED BY OUR PREMIUM PROCESSING DEPARTMENT. THE AMOUNT SHOWN IN THE ACCOUNT BALANCE COLUMN SHOULD BE PAID IMMEDIATELY TO ENSURE THAT ALL PREMIUMS DUE FOR THE POLICY HAVE BEEN FULLY PAID. IF YOUR POLICY HAS BEEN CANCELLED BY A PRIOR NOTICE THIS STATEMENT SERVES AS A BILLING FOR YOUR FINAL PREMIUM BALANCE.

FAILURE TO PAY THIS BALANCE WILL IMPACT YOUR CREDIT RATING.

PLEASE DETACH & RETURN THE STUB BELOW WITH YOUR CHECK. M8405-0312

MAKE CHECKS PAYABLE TO: BHHC

Statement Date: 09/25/2013
Account Number: 20 NVM500990
Policy Number: 20 NVM500990
Agency Code: H01730
Agent: A & H INSURANCE, INC

Please include ***Account Number and Policy Number*** on check and all correspondence

Insureds: If an alternate payor has been established for your account, they will also be receiving a copy of this notice.

☐ **CHECK HERE FOR ADDRESS CHANGE. FILL OUT RETURN ADDRESS ON ENVELOPE**

Amount Enclosed $ | | | | | | | | |

BILLING INQUIRIES:
(877) 680-2442 – Phone
(415) 675-5528 – Fax
billing@bhhc.com
www.bhhc.com

Account Balance:	$424.00
Current Amount Due:	$424.00
Due Date:	10/15/2013

NSF checks will be subject to a $20.00 fee

For Internal Use Only A#: 20 NVM500990 P#: 99999999999 System ID: C

LJW000568

Berkshire Hathaway HOMESTATE COMPANIES

EARNED PREMIUM NOTICE

Berkshire Hathaway Homestate Insurance Company • Brookwood Insurance Company • Continental Divide Insurance Company
Cypress Insurance Company • Oak River Insurance Company • Redwood Fire And Casualty Insurance Company

10/15/2013

Name: OVERLAND DEVELOPMENT CORP
Agent: A & H INSURANCE, INC
Agency Code: H01730

Account Number: 20 NVM500990
Policy Number: 20 NVM500990

OVERLAND DEVELOPMENT CORP
826 VANDERBILT PLACE
SAN DIEGO, CA 92103

11-14-13
2014 - bio

	Amoun
Prior Balance (last statement)	$424.00
Payments	$0.00
Credits	$0.00
New Charges	$0.00
Installment Fees	$0.00
Current Balance as of 10/15/2013 :	*$424.00*

Current Amount Due:	$424.00
Due Date:	**PAST DUE**

ACCOUNT ACTIVITY

Policy Number	Description	Installments	Payments	New Charges

October 21, 2013

PAST DUE REMINDER

Dear Policyholder:

You have unpaid policy premium that is seriously due at this point. Your account had been assigned to our office for collection.

If payment is received in full within ten (10) days of this notification, all collection activities will be stopped immediately. Remit your payment today to:

BERKSHIRE HATHAWAY HOMESTATE COMPANIES
P.O. BOX 881236
SAN FRANCISCO, CA 94188-1236

- *Remember to enclose the remittance coupon with your payment.*
- *Reference the complete account number on your payment.*
- *Make check payable to Berkshire Hathaway Homestate Companies or BHHC.*

Should you have questions, please call the Collections Department at (415) 365-6480.

Sincerely,

BERKSHIRE HATHAWAY HOMESTATE COMPANIES
COLLECTIONS DIVISION

P.O. Box 881236, San Francisco, CA 94188-1236
Phone (415) 365-6480 : Fax (415) 675-5481

LJW000565

Redwood Fire and Casualty Insurance Company

A Berkshire Hathaway Insurance Company

P.O. Box 2048
Omaha, NE 68103-2048

Phone: **800.488.2930**
Fax: **415.675.5542**

-- Deposit Invoice --
— 60 Day Binder —

07-17-2013

BRANDY TAELOUR
9529-H01730-A H INSURANCE, INC

RE:	OVERLAND DEVELOPMENT CORP 7695 S VIRGINIA ST RENO, NV 89511
Policy#:	NVM500990
FEIN:	
Policy Effective Date:	06-01-2013
Policy Expiration Date:	06-01-2014

Dear BRANDY TAELOUR,

Redwood Fire and Casualty Insurance Company is binding insurance from 06-01-2013 to 07-31-2013 at 12:01 a.m.

Deposit Premium: $2,465

Based on the figures submitted we estimate the premium to be $9,858

To avoid interruption in your coverage, submit the following information within 20 business days:
- Loss runs (or statement of loss) for prior 3 years if requested
- Photos
- Mortgage and Loss Payer information if applicable
- Signed TRIA Forms

THE TOTAL INITIAL PAYMENT OF **$2,465** IS DUE IN OUR OFFICE BY **06-16-2013**.

PLEASE MAKE PAYMENT TO:
BHHC
P.O. Box 2048
Omaha, NE 68103

Note: Please pay by this date to avoid cancellation of your policy.

The payment plan selected is **Direct Bill - AM - 25% Deposit & 9 Additional Installments**

The agency is responsible for obtaining the deposit amount shown above.

Coverage is in accordance with the appropriate state regulations and statutes for each jurisdiction.

Sincerely,

Nick Chiariello
NChiariello@bhhc.com
800.488.2930

NOTE: TO INSURE PROPER CREDIT, ATTACH A COPY OF THIS NOTICE TO THE CHECK.

LJW000560

PROPERTY / INLAND MARINE COVERAGE SUMMARY

Policy Number: NVM500990 Named Insured: OVERLAND DEVELOPMENT CORP

State: NV

Location Number: 1

Building Number: 1	Rating Type: Class	Construction Type: Joisted Masonry	Protection Class: 03	RCP Code: 2203	Year Built: 1997	Square Feet: 2,387	Vacant Date: 2013-05-31

Occupancy Description	Coverage Description	Exposure	Cause of Loss	Valuation	Coins %	Deductible	Term Premium	Annual Premium	Net Rate
VACANT COMMERCI	Building	$600,000	Special Incl Theft	RC	100	$5,000	$2,370	$2,370	0.395
	Exposure Total:	$600,000					$2,370	$2,370	0.395
	Total Location Values: 1	**$600,000**					**$2,370**	**$2,370**	**0.395**

Location Number: 2

Building Number: 1	Rating Type: Class	Construction Type: Joisted Masonry	Protection Class: 03	RCP Code: 4203	Year Built: 1998	Square Feet: 4,200	Vacant Date: 2013-05-31

Occupancy Description	Coverage Description	Exposure	Cause of Loss	Valuation	Coins %	Deductible	Term Premium	Annual Premium	Net Rate
VACANT COMMERCI	Building	$1,850,000	Special Incl Theft	RC	100	$5,000	$6,698	$6,698	0.362
AWNINGS OR CANOPIES	Special Class	$150,000	Special Incl Theft	RC	100	$5,000	$439	$439	0.293
	Exposure Total:	$2,000,000					$7,137	$7,137	0.357
	Total Location Values: 2	**$2,000,000**					**$7,137**	**$7,137**	**0.357**
	Total Policy Values:	**$2,600,000**					**$9,507**	**$9,507**	**0.366**

LJW000561

OP ID: BT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/04/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER A and H Insurance, Inc. PO Box 7340 Reno, NV 89510 Len Marazzo 775-829-2600 775-829-2607	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: OVERL-2
INSURED Overland Development Corp 7695 S Vriginia Street Reno, NV 89511	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Redwood Fire & Casualty 11673 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		NVM500990	06/01/13	06/01/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ Excluded $ Excluded $ 2,000,000 $ Excluded
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Business Partners LLC are shown as additional insured as respects to: 7695 S Virginia Street Reno, NV 89511 and 7693 S Virginia Street Reno, NV 89511

CERTIFICATE HOLDER

Business Partners LLC
20131 Prairie St 2nd Floor
Chatsworth, CA 91311

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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