

Assessor's Parcel Number(s): 001-213-05

**Recording Requested By, and When  
Recorded Return to:**

Vedder Price P.C.  
222 North LaSalle Street  
Chicago, Illinois 60601  
Attn: Andrew Torre (PCJ)

EUREKA COUNTY, NV

**2020-240040**

Rec:\$37.00

\$37.00

Pgs=16

**01/24/2020 01:42 PM**

CA - OLD REPUBLIC TITLE COMPANY

LISA HOEHNE, CLERK RECORDER

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

*(Space Above This Line For Recorder's Use)*

**SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT**

made among

**HUNT & SONS, INC.**, a California corporation,  
as Tenant,

**HUNT NEVADA PROPERTIES, LLC**, a Nevada limited liability company,  
as Landlord,

and

**WHITE OAK ABL, LLC**, a Delaware limited liability company  
as Agent,

**JANUARY [16 ], 2020**

## SUBORDINATION AND ATTORNMENT AGREEMENT

**THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT** (this "**Agreement**") dated as of January [16], 2020, is made among **HUNT & SONS, INC.**, a California corporation ("**Tenant**"), **HUNT NEVADA PROPERTIES, LLC**, a Nevada limited liability company ("**Landlord**"), and **WHITE OAK ABL, LLC**, a Delaware limited liability company (in its individual capacity as a lender, together with its successors and assigns, "**White Oak**"), and in its capacity as agent for Lenders (as defined below) (and in such capacity, "**Agent**").

### RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among Tenant, Agent, White Oak, and the other financial institutions who are or hereafter become parties to the Credit Agreement (together with White Oak, collectively or individually, as the context may require, referred to herein as "**Lender**"), Lenders have agreed, among other things, subject to the terms and conditions set forth in the Credit Agreement, to make certain loans and financial accommodations to Landlord. Landlord's obligations under the Credit Agreement are secured by, among other things, a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as it may have been or may be from time to time renewed, extended, amended or supplemented, the "**Mortgage**"), to be recorded in the Land Records of Eureka County, Nevada, covering, among other property, the land (the "**Land**") described in Exhibit A to this Agreement and the improvements ("**Improvements**") on the Land (the Land and Improvements are collectively referred to as the "**Property**").

B. Tenant is the tenant under that certain Lease Agreement dated as of November 1, 2017 between Tenant, as tenant, and Landlord, as landlord (as it may from time to time be renewed, extended, amended or supplemented, the "**Lease**"), covering a portion of the Property (said portion is referred to as the "**Premises**").

C. The term "**Landlord**" as used in this Agreement means the current landlord under the Lease or, if the landlord's interest is transferred in any manner, the successors or assigns occupying the position of landlord under the Lease at the time in question.

**NOW, THEREFORE**, in consideration of the mutual agreements in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Subordination. Tenant acknowledges, confirms, agrees and covenants that the Lease and the rights of Tenant under the Lease, all of Tenant's right, title and interest in and to the property covered by the Lease, and any lease thereafter executed by Tenant covering any part of the Property, are and shall be subject, subordinate and inferior to (a) the Mortgage and the rights of Agent under the Mortgage, and all right, title and interest of Agent in the Property, and (b) all other security documents now or hereafter securing payment of any indebtedness of the Landlord (or any prior landlord) to Agent which cover or affect the Property (collectively, and as

defined in the Credit Agreement, the “**Security Documents**”). Without limitation of any other provision of this Agreement, Agent may, at its option and without joinder or further consent of Tenant, Landlord, or anyone else, at any time after the date of this Agreement, subordinate the lien of the Mortgage (or any other lien or security interest held by Agent which covers or affects the Property) to the Lease by executing an instrument that is intended for that purpose and that specifies such subordination. If Agent elects to subordinate the lien of the Mortgage, Tenant will execute any documents required to evidence such subordination; *provided, however*, that notwithstanding that the Lease may by unilateral subordination by Agent hereafter be made superior to the lien of the Mortgage, the provisions of the Mortgage relative to the rights of Agent with respect to proceeds arising from an eminent domain taking (including a voluntary conveyance by Landlord) and/or insurance payable by reason of damage to or destruction of the Premises shall at all times be prior and superior to and shall control over any contrary provisions in the Lease.

2. Termination of Tenant’s Interest in Lease. Tenant acknowledges and agrees that, at Agent’s election, which may be exercised at Agent’s sole discretion, Agent may terminate Tenant’s interest and estate under the Lease at any time following the occurrence of an Event of Default. Tenant agrees not to challenge any such termination and hereby waives any rights and remedies, at law or in equity, against Agent in connection therewith.

3. Non-Disturbance. Agent agrees that so long as the Lease is in full force and effect and Tenant is not in default under the Loan Documents (as defined in the Credit Agreement) or the Lease, including the payment of rent, additional rent or other payments or in the performance of any of the other terms, covenants or conditions of any Lease in each instance beyond any applicable notice or grace periods provided therein, Neither Tenant’s possession of its premises nor its enjoyment of any other rights under the Lease shall be disturbed by Agent in the exercise of any of its rights under the Security Instrument, including any foreclosure or conveyance in lieu of foreclosure, and Agent will not join Tenant as a party defendant (unless required by law) for the purpose of terminating Tenant’s interest and estate under the Lease in any proceeding for foreclosure of the Security Instrument.

4. Attornment.

(a) Tenant covenants and agrees that if the Mortgage is foreclosed, whether by power of sale or by court action, or upon a transfer of the Property by conveyance in lieu of foreclosure (the purchaser at foreclosure or the transferee in lieu of foreclosure, including Agent if it is the purchaser or transferee, is referred to as the “**New Owner**”), and Agent does not elect to terminate the Lease, Tenant shall attorn to the New Owner as Tenant’s new landlord. Tenant further covenants and agrees that in such case the Lease shall continue in full force and effect as a direct lease between Tenant and New Owner upon all of the terms, covenants, conditions and agreements set forth in the Lease and this Agreement, other than provisions that are impossible for Agent to perform. Notwithstanding the foregoing, in no event shall the New Owner be:

(i) liable for any act, omission, default, misrepresentation, or breach of warranty, of any previous landlord (including Landlord) or obligations accruing prior to New Owner’s actual ownership of the Property;

(ii) subject to any offset, recoupment, estoppel, defense, claim or counterclaim that Tenant might be entitled to assert against any previous landlord (including Landlord);

(iii) bound by any payment of rent, additional rent or other payments, made by Tenant to any previous landlord (including Landlord) for more than one (1) month in advance;

(iv) bound by any amendment, or modification of the Lease hereafter made, or consent, or acquiescence by any previous landlord (including Landlord) under the Lease to any assignment or sublease hereafter granted, without the written consent of Agent; or

(v) liable for any deposit that Tenant may have given to any previous landlord (including Landlord) that has not been transferred to New Owner.

(b) The provisions of this Agreement regarding attornment by Tenant shall be self-operative and effective without the necessity of execution of any new lease or other document on the part of any party to this Agreement or the respective heirs, legal representatives, successors or assigns of any such party. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Landlord or of any holder of any of the indebtedness or other obligations secured by the Mortgage, any instrument or certificate which, in the reasonable judgment of Landlord or of such holder, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment, including, if requested, a new lease of the Premises on the same terms and conditions as the Lease for the then unexpired term of the Lease.

5. Estoppel Certificate. Tenant agrees to execute and deliver from time to time, upon the request of Landlord or of any holder of any of the indebtedness or other obligations secured by the Mortgage, a certificate regarding the status of the Lease, consisting of statements, if true (or if not, specifying why not), (a) that the Lease is in full force and effect, (b) the date through which rentals have been paid, (c) the date of the commencement of the term of the Lease, (d) the nature of any amendments or modifications of the Lease, (e) that no default, or state of facts which with the passage of time or notice (or both) would constitute a default, exists under the Lease, (f) no setoffs, recoupments, estoppels, claims or counterclaims exist against Landlord, and (g) such other matters as may be reasonably requested.

6. Acknowledgement and Agreement by Tenant. Tenant acknowledges and agrees as follows:

(a) Tenant acknowledges that Landlord will execute and deliver to Agent in connection with the financing or refinancing of the Property an Assignment of Leases and Rents assigning absolutely the rent and all other sums due under the Lease as additional security. Tenant hereby expressly consents to such absolute assignment and agrees that such assignment shall, in all respects, be superior to any interest Tenant has in the Lease or any portion of the Property, subject to the provisions of this Agreement. Tenant will not amend, alter, terminate, or waive any provision of, or consent to a material (as determined in Agent's reasonable discretion)

amendment, alteration, termination or waiver of any provision of the Lease without the prior written consent of Agent, and no termination of the Lease, whether pursuant to the terms of the Lease or otherwise, will be effective without the prior written consent of Agent. Tenant shall not prepay any rents or other sums due under the lease for more than one (1) month in advance of the due date therefor. Tenant acknowledges that Agent will rely upon this instrument in connection with such financing or refinancing.

(b) Agent, in making any disbursements to Landlord, is under no obligation or duty to oversee or direct the application of the proceeds of such disbursements, and such proceeds may be used by Landlord for purposes other than improvement of the Property.

(c) From and after the date of this Agreement, in the event of any act or omission by Landlord which would give Tenant the right, either immediately or after the lapse of time, to terminate the Lease or to claim a partial or total eviction, Tenant will not exercise any such right (i) until it has given written notice of such act or omission to the Agent, and (ii) until the same period of time as is given to Landlord under the Lease to cure such act or omission shall have elapsed following such giving of notice to Agent and following the time when Agent shall have become entitled under the Mortgage to remedy the same, but in any event thirty (30) days after receipt of such notice or such longer period of time as may be necessary to cure or remedy such default, act, or omission including such period of time necessary to obtain possession of the Property and thereafter cure such default, act, or omission, during which period of time Agent shall be permitted to cure or remedy such default, act or omission. Notwithstanding the foregoing, Agent shall have no duty or obligation to cure or remedy any breach or default. It is specifically agreed that Tenant shall not, as to Agent, anticipate or require cure of any such default that is personal to Landlord, and therefore not susceptible to cure by Agent.

(d) Tenant and Landlord hereby agree that if Agent notifies Tenant of a default under the Mortgage, Note, or Security Documents and demands that Tenant pay its rent and all other sums due under the Lease directly to Agent, Tenant shall honor such demand and pay the full amount of its rent and all other sums due under the Lease directly to Agent, without offset, or as otherwise required pursuant to such notice beginning with the payment next due after such notice of default, without inquiry as to whether a default actually exists under the Mortgage, Security Documents or otherwise in connection with the Note, and notwithstanding any contrary instructions of or demands from Landlord, Landlord hereby agrees that Tenant shall receive credit against rent due under the Lease for any such payments made to Agent.

(e) Tenant shall send a copy of any notice or statement under the Lease to Agent at the same time such notice or statement is sent to Landlord.

(f) Tenant has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Premises or the Property, or any portion of or any interest in the Premises or the Property, and to the extent that Tenant has had, or hereafter acquires, any such right or option, same is hereby acknowledged to be subject and subordinate to the Mortgage and is hereby waived and released as against Agent.



(g) This Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement, and Tenant waives any requirement to the contrary in the Lease.

(h) Agent and any New Owner shall have no liability to Tenant or any other party for any conflict between the provisions of the Lease and the provisions of any other lease affecting the Property, including, but not limited to, any provisions relating to exclusive or non-conforming uses or rights, renewal options and options to expand, and in the event of such a conflict, Tenant shall have no right to cancel the Lease or take any other remedial action against Agent or New Owner, or against any other party for which Agent or any New Owner would be liable.

(i) Agent and any New Owner shall have no obligation nor incur any liability with respect to the erection or completion of the improvements in which the Premises are located or for completion of the Premises or any improvements for Tenant's use and occupancy, either at the commencement of the term of the Lease or upon any renewal or extension of the Lease or upon the addition of additional space, pursuant to any expansion rights contained in the Lease.

(j) Agent and any New Owner shall have no obligation nor incur any liability with respect to any warranties of any nature whatsoever, whether pursuant to the Lease or otherwise, including, without limitation, any warranties respecting use, compliance with zoning, Landlord's title, Landlord's authority, fitness for purpose.

(k) If Agent or any New Owner shall acquire title to the Premises or the Property, Agent or such New Owner shall have no obligation, nor incur any liability, beyond Agent's or New Owner's then equity interest, if any, in the Property or the Premises, and Tenant shall look exclusively to such equity interest of Agent or New Owner, if any, for the payment and discharge of any obligations imposed upon Agent or New Owner under this Agreement or under the Lease or for recovery of any judgment from Agent, or New Owner, and in no event shall Agent, New Owner, nor any of their respective officers, directors, shareholders, agents, representatives, servants, employees or partners ever be personally liable for such judgment.

(l) Nothing in this Agreement is intended, nor shall it be construed, to abridge or adversely affect any right or remedy of Landlord under the Lease in the event of any default by Tenant in the payment of rent and/or any other sums due under the Lease or in the performance of any of the other terms, covenants or conditions of the Lease on Tenant's part to be performed.

(m) Landlord has not agreed to any abatement of rent or other sums or period of "free rent" for the Premises unless same is specifically provided in the Lease, and Tenant agrees that if Agent or any New Owner becomes the owner of the Property, no agreement for abatement of rent or any other sum not specifically provided in the Lease will be binding on Agent or New Owner.

(n) Tenant has never permitted, and will not permit, the generation, treatment, storage or disposal of any hazardous substance as defined under federal, state, or local law, on the Premises or Property except for such substances of a type and only in a quantity normally

used in connection with (i) the occupancy or operation of buildings (such as nonflammable cleaning fluids and supplies normally used in the day to day operation of the Improvements), or (ii) a gas station, card lock, lube, fuel and related business, which substances are being held, stored, and used in strict compliance with federal, state, and local laws. Tenant shall be solely responsible for and shall reimburse and indemnify Landlord, New Owner or Agent, as applicable, for any loss, liability, claim or expense, including without limitation, cleanup and all other expenses, including, without limitation, legal fees that Landlord, New Owner or Agent, as applicable, may incur by reason of Tenant's violation of the requirements of this Paragraph 5(n).

7. Acknowledgment and Agreement by Landlord. Landlord, as landlord under the Lease and grantor under the Mortgage, acknowledges and agrees for itself and its heirs, representatives, successors and assigns: (a) that this Agreement does not constitute a waiver by Agent of any of its rights under the Mortgage, Note, or Security Documents, or in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage, Note, or Security Documents; (b) that the provisions of the Mortgage, Note, or Security Documents remain in full force and effect and must be complied with by Landlord; and (c) that Tenant is hereby authorized to pay its rent and all other sums due under the Lease directly to Agent upon receipt of a notice as set forth in paragraph 5(d) above from Agent and that Tenant is not obligated to inquire as to whether a default actually exists under the Mortgage, Security Documents or otherwise in connection with the Note. Landlord hereby releases and discharges Tenant from any liability to Landlord resulting from Tenant's payment to Agent in accordance with this Agreement. Landlord represents and warrants to Agent that a true and complete copy of the Lease has been delivered by Landlord to Agent.

8. Lease Status. Landlord and Tenant certify to Agent that neither Landlord nor Tenant has knowledge of any default on the part of the other under the Lease, that the Lease is bona fide and contains all of the agreements of the parties to the Lease with respect to the letting of the Premises and that all of the agreements and provisions contained in the Lease are in full force and effect.

9. Notices. All notices, requests, consents, demands and other communications required or which any party desires to give under this Agreement shall be in writing and shall be deemed sufficiently given or furnished if delivered by personal delivery, by electronic delivery with a copy sent by nationally recognized overnight delivery service with proof of delivery, by nationally recognized overnight delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, at the addresses specified below (unless changed by similar notice in writing given by the particular party whose address is to be changed) .

To Tenant:

Hunt & Sons, Inc.  
5750 S. Watt Avenue  
Sacramento, CA 95829  
Attention: Joshua M. Hunt

With a copy to (which shall not constitute notice):

Delfino Madden O'Malley Coyle & Koewler LLP  
500 Capitol Mall, Suite 1550  
Sacramento, CA 95814  
Attn: Elizabeth Jackson

To Landlord:

Hunt Nevada Properties, LLC  
5750 S. Watt Avenue  
Sacramento, CA 95829  
Attention: Joshua M. Hunt

With a copy to (which shall not constitute notice):

Delfino Madden O'Malley Coyle & Koewler LLP  
500 Capitol Mall, Suite 1550  
Sacramento, CA 95814  
Attn: Elizabeth Jackson



To Agent:

White Oak ABL, LLC  
3 Embarcadero Center, 5th Floor  
San Francisco, CA 94111  
Attention: Clark Griffith

With a copy to:

Vedder Price P.C.  
275 Battery Street, Suite 2464  
San Francisco, CA 94111  
Attention: Scott Olson

Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided in this Agreement or, in the case of facsimile, upon receipt. Notwithstanding the foregoing, no notice of change of address shall be effective except upon receipt. This Paragraph 8 shall not be construed in any way to affect or impair any waiver of notice or demand provided in this Agreement or in the Lease or in any document evidencing, securing or pertaining to the loan evidenced by the Note or to require giving of notice or demand to or upon any person in any situation or for any reason.

10. Miscellaneous.

(a) This Agreement supersedes any inconsistent provision of the Lease or any other agreement, express or implied, between Landlord and Tenant, and shall survive any termination of the Lease by operation of law following any foreclosure of the lien of the Mortgage.

(b) Nothing contained in this Agreement shall be construed to derogate from or in any way impair, or affect the lien, security interest or provisions of the Mortgage, Note, or Security Documents.

(c) This Agreement shall inure to the benefit of the parties, their respective successors and permitted assigns, and any New Owner, and its heirs, personal representatives, successors and assigns; *provided, however*, that If Agent assigns or transfers its interest, all obligations and liabilities of the assigning Agent under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Agent's interest is assigned or transferred; and *provided, further*, that the interest of Tenant under this Agreement may not be assigned or transferred without the prior written consent of Agent.

(d) **THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT RESPECT TO ANY OTHERWISE APPLICABLE CONFLICTS-OF-LAWS PRINCIPLES, BOTH AS TO INTERPRETATION AND PERFORMANCE, AND THE PARTIES EXPRESSLY CONSENT AND AGREE TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS**

HAVING JURISDICTION IN THE COUNTY OF SAN FRANCISCO AND STATE OF CALIFORNIA AND TO THE LAYING OF VENUE IN CALIFORNIA, WAIVING ALL CLAIMS OR DEFENSES BASED ON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, INCONVENIENT FORUM OR THE LIKE. EACH PARTY HEREBY CONSENTS TO SERVICE OF PROCESS BY MAILING A COPY OF THE SUMMONS TO SUCH PARTY, BY CERTIFIED OR REGISTERED MAIL, POSTAGE PREPAID, TO SUCH PARTY'S ADDRESS SET FORTH IN PARAGRAPH 8 ABOVE.

(e) Waiver of Trial by Jury. EACH PARTY HEREBY (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUES TRIABLE OF RIGHT BY A JURY, AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW HEREAFTER EXIST. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN, KNOWINGLY AND VOLUNTARILY, BY EACH PARTY, AND THIS WAIVER IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. EACH PARTY IS HEREBY AUTHORIZED AND REQUESTED TO SUBMIT THIS AGREEMENT TO ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND THE PARTIES TO THIS AGREEMENT, SO AS TO SERVE AS CONCLUSIVE EVIDENCE OF THE FOREGOING WAIVER OF THE RIGHT TO JURY TRIAL. FURTHER, EACH PARTY HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF ANOTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.

(f) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by each of the parties to this Agreement or their respective successors in interest.

(g) If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability shall not apply to or affect any other provision of this Agreement, but this Agreement shall be construed as if such invalidity, illegibility, or unenforceability did not exist.

(h) If any bankruptcy proceedings shall hereafter commence with respect to Landlord, and if the Lease is rejected by the trustee pursuant to Section 365 of the United States Bankruptcy Code, Tenant agrees with Agent (i) not to treat such lease as terminated, and (ii) to remain in possession of the Premises.

**[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the date first above written.

**AGENT:**

**WHITE OAK ABL, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_ Signed in counterpart  
Name: \_\_\_\_\_  
Title: Managing Member

**LANDLORD:**

**HUNT NEVADA PROPERTIES, LLC,** a  
Nevada limited liability company

By: Joshua M. Hunt  
Name: Joshua M. Hunt  
Title: Member

**TENANT:**

**HUNT & SONS, INC.,** a California  
corporation

By: Joshua M. Hunt  
Name: Joshua M. Hunt  
Title: President

**ACKNOWLEDGMENT**

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

STATE OF CALIFORNIA

)  
) §

County of Sacramento )

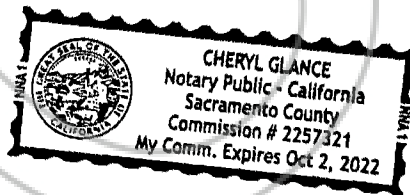
On January 16, 2020, before me, Cheryl Glance, a Notary Public, personally appeared Joshua M. Hunt who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Cheryl Glance  
Signature of Notary

(Affix seal here)



IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.


**AGENT:**

**WHITE OAK ABL, LLC,**  
a Delaware limited liability company

By:   
Name: Barbara J.S. McKee  
Title: Approval Committee Member

**LANDLORD:**

**HUNT NEVADA PROPERTIES, LLC,** a  
Nevada limited liability company

~~By: ~~ **Signed in counterpart**  
Name: Joshua M. Hunt  
Title: Member

**TENANT:**

**HUNT & SONS, INC.,** a California  
corporation

**Signed in counterpart**

By: \_\_\_\_\_  
Name: Joshua M. Hunt  
Title: President



**ACKNOWLEDGMENT**

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


STATE OF California \_\_\_\_\_ )

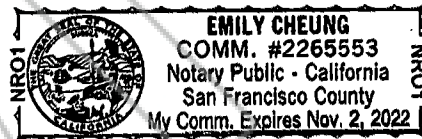
County of San Francisco \_\_\_\_\_ ) §

On 17 January, 2020, before me, Emily Cheung \_\_\_\_\_ a  
Notary Public, personally appeared Barbara J. S. McKee \_\_\_\_\_ who proved to me on  
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature of Notary



(Affix seal here)

## **EXHIBIT A**

### **Legal Description of the Land**

Real property in the City of Eureka, County of Eureka, State of Nevada, described as follows:

PARCEL 1: (Eureka County - APN: 001-213-05)

A parcel of land located in Lot 1, Section 14, Township 19 North, Range 53 East, M.D.B.&M., more particularly described as follows:

Commencing at the North 1/16 corner common to Sections 13 and 14 of said Township 19 North, Range 53 East, M.D.B.&M.;

Thence North 39°21'46" West, 425.15 feet to Corner No. 2 of the patented Old Put Mill Site, Lot No. 245B, being the point of beginning.

Thence North 79°15' East, 163.83 feet along the Northerly line of said Old Put Mill Site to a point 25 feet Westerly of the centerline of a county road linking Eureka and Diamond Valley;

Thence along said Westerly right of way line North 4°35' West, 123.05 feet to a point;

Thence South 89°26'42" West, 203.04 feet to a point;

Thence South 0°33'18" East, 180.72 feet to a point on the Northerly line of the patented mining claim Lupita Lode, Lot No. 49B;

Thence North 77°30' East, 56.22 feet along said Northeasterly line of said Lupita Lode to a point;

Thence North 0°33'18" West, 2.83 feet to a point on the Westerly line of said Old Put Mill Site;

Thence North 18°00' West, 15.21 feet along said Westerly line of the Old Put Mill Site to the point of beginning.

EXCEPTING THEREFROM all the coal and other mineral deposits lying in and under said land as reserved by the United States of America, in Patent recorded May 21, 1973, in Book 45, Page 387 of Official Records, Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM all oil, gas and other hydrocarbons, geothermal resources and all other minerals below a depth of five hundred (500) feet as reserved by Chevron U.S.A. Inc., in deed recorded June 15, 1981, in Book 95, Page 327 of Official Records of Eureka County, Nevada.

PARCEL 2: (Eureka County - APN 001-213-05)

All that certain parcel of land in Lot 1, of Section 14, Township 19 North, Range 53 East, M.D.B.&M., situate in the County of Eureka, State of Nevada, more particularly described as follows to-wit:

Beginning at Corner No. 2 of the Lupita Mill Site, Survey No. 49B ("Lupita Mill Site");

Thence South  $18^{\circ}03'28''$  East, 132.37 feet, more or less, along the East sideline of the said Lupita Mill Site to a point at which an existing fence intersects said East sideline;

Thence South  $77^{\circ}30'00''$  West, 226.56 feet, being a course parallel to the North endline of the Lupita Mill Site, to a point on the West sideline of the Lupita Mill Site;

Thence North  $17^{\circ}58'57''$  West, 132.37 feet, more or less, along the West sideline of the Lupita Mill Site to Corner No. 3 of the Lupita Mill Site;

Thence North  $77^{\circ}30'00''$  East, 226.56 along the North endline of the Lupita Mill Site to the point of beginning.

**APN: 001-213-005**