



WHEN RECORDED RETURN TO:

Bank of America, N.A.
7105 Corporate Drive
TX2-981-05-24
Plano, Texas 75024
Attn: Mercedes B. Flores, Esq.

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement ("Agreement") is made this 17th day of August, 2012 by and between EDWARD R. WRIGHT AND MALINDA P. WRIGHT, husband and wife, as joint tenants ("Wright"), and NEBACO INC., a Nevada corporation ("Bank") (Wright and Bank being sometimes hereinafter referred to severally as an "Owner").

RECITALS

- A. Bank is the fee owner of certain real property having an address of 712 Main Street and located in the Town of Pioche, County of Lincoln, State of Nevada as legally described in Exhibit A hereto (the "Bank Parcel").
- B. Wright is the fee owner of certain real property situated immediately adjacent to the Bank Parcel having an address of 704 Main Street and located in the Town of Pioche, County of Lincoln, State of Nevada as legally described in Exhibit B hereto (the "Wright Parcel").
- C. The Owners agree that it would be for mutual benefit of all portions of such properties and for such purposes to create certain rights, privileges and easements for access, ingress and egress and parking within this Agreement. This Agreement is intended to "run with the land" and shall burden both the Bank Parcel and the Wright Parcel.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and agreements herein contained, the Owners hereby agree as follows:

1. Accuracy of Recitals. The parties hereby acknowledge the accuracy of the Recitals stated above and agree to incorporate said recitals into this Agreement.

- 2. Grant of Parking, Ingress and Egress Easement to Bank Parcel.** Wright, as owner of the Wright Parcel, hereby grants to Bank and its employees, invitees, licensees, lessees and permittees, a nonexclusive easement for vehicular parking, ingress and egress on, over and across those portions of the Wright Parcel which are paved or intended for vehicular parking and ingress and egress on and over said property. Wright hereby also grants to Bank and its employees, invitees, licensees, lessees and permittees a nonexclusive easement for pedestrian ingress and egress on, over and across those portions of the Wright Parcel which are intended for pedestrian use, including, without limitation, sidewalks and walkways. Wright shall not unreasonably place any barrier that would unreasonably interfere with the foregoing easements, except as may be reasonably required on a temporary basis for occasional repair and maintenance work. Wright hereby agrees that cross parking between the Wright Parcel and the Bank Parcel shall be permitted. In the event that parking becomes an issue for Wright, such Owner shall have the right to post or designate the parking spaces immediately abutting the entrance to the building situated on the Wright Parcel as being exclusive for Wright or as "15 Minute Parking Only" or something to that effect. Notwithstanding the foregoing, the maximum number of spaces to be used on the Wright Parcel as exclusive for Wright or as "15 Minute Parking Only" shall not exceed three (3) parking spaces on the Wright Parcel.
- 3. Grant of Parking, Ingress and Egress Easement to Wright Parcel.** Bank, as owner of the Bank Parcel, hereby grants to Wright and its employees, invitees, licensees, lessees and permittees, a nonexclusive easement for vehicular parking, ingress and egress on, over and across those portions of the Bank Parcel which are paved or intended for vehicular parking and ingress and egress on and over said property. Bank hereby also grants to Wright and its employees, invitees, licensees, lessees and permittees a nonexclusive easement for pedestrian ingress and egress on, over and across those portions of the Bank Parcel which are intended for pedestrian use, including, without limitation, sidewalks and walkways. Bank shall not unreasonably place any barrier that would unreasonably interfere with the foregoing easements, except as may be reasonably required on a temporary basis for occasional repair and maintenance work. Bank hereby agrees that cross parking between the Bank Parcel and the Wright Parcel shall be permitted. In the event that parking becomes an issue for Bank, such Owner shall have the right to post or designate the parking spaces immediately abutting the entrance to the building situated on the Bank Parcel as being exclusive for Bank or as "15 Minute Parking Only" or something to that effect. Notwithstanding the foregoing, the maximum number of spaces to be used on the Bank Parcel as exclusive for Bank or as "15 Minute Parking Only" shall not exceed three (3) parking spaces on the Bank Parcel.
- 4. Maintenance of Each Parcel.** Each Owner at its own cost and expense shall maintain its own parcel in good condition and repair, including all improvements and parking areas located thereon. This obligation shall include, without limitation, the replacement of any signs and paving and restriping of any parking areas, as may be necessary.
- 5. Not a Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the properties to or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement be strictly limited to and for the purposes strictly stated herein.



- 6. Indemnification.** Each Owner hereby agrees to indemnify and hold the other harmless for, from and against any and all liability, damages, expense, cause of action, suits, claims or judgments arising from personal injury, death or property damage occurring on or from its own parcel, except if caused by the negligent acts, omissions or willful misconduct of the other party hereto. Each Owner (the "Indemnifying Owner") further agrees to indemnify and hold the other parcel Owner harmless for, from and against all claims, liability, damages, costs and mechanics' liens arising out of or in any way related to the exercise of the Indemnifying Owner's easement rights granted hereunder, exclusive of any claims arising out of or in any way related to the negligent acts or omissions or willful misconduct of the other parcel Owner.
- 7. Insurance.** At all times each Owner shall maintain insurance for such Owner's parcel against claims for personal injury or property damage in an amount not less than \$1,000,000.00 with respect to all personal injuries or property damage suffered in an accident on such Owner's parcel. Either party may have the foregoing insurance coverage maintained under a blanket policy which covers more than just the Owner's parcel. Notwithstanding any of the foregoing, as long as either Owner has a net worth in excess of One Hundred Million and 00/100 Dollars (\$100,000,000.00), the insurance required hereunder may be carried by said Owner under an insurance policy(ies), self-insurance or pursuant to a master policy of insurance or a blanket policy of insurance covering other locations. No more than once per year, each Owner shall provide the other, upon request, a certificate of insurance evidencing the existence of a valid insurance policy consistent with the terms of this Agreement. To the extent that said damage or loss is or would be covered by the property insurance which the releasing party is obligated to carry hereunder, each Owner for itself and its property insurer hereby releases the other Owner for themselves and their property insurers from and against any and all claims, demands, liabilities or obligations whatsoever for damage to each other's property or loss of rents or profits of any party resulting from or in any way connected with any fire or other casualty.
- 8. Covenants Run With the Land.** Except as otherwise provided herein, all of the covenants, easements, agreements, promises and duties of each Owner as set forth in this Agreement are, to the fullest extent legally possible, intended to run with the land and constitute equitable servitudes as between the Bank Parcel and the Wright Parcel.
- 9. Term of Agreement.** Unless otherwise cancelled or terminated, the easements granted in this Agreement shall continue in perpetuity and all other rights and obligations hereof shall, after seventy-five (75) years, automatically continue for periods of seventy-five (75) years.



10. Notices. All notices, consents, approvals and other communications related to this Agreement shall be given, made, delivered or served in writing and sent by registered or certified mail, return receipt requested, or receipted overnight service to one of the following addresses:

Wright: Mr. Edward Wright
c/o Tillies
P.O. Box 240
Pioche, Nevada 89043

Bank: Nebaco Inc.
c/o Bank of of America, N.A.
NC2-1 50-03-06
13850 Ballantyne Corporate Place
Charlotte, NC, 28277
Attn.: Property Administration (Re: NV 1-116)

With a copy to:

Bank of America, N.A.
TX1 -609-18-13
1201 Main Street
Dallas, Texas 75202-3113
Attn: Transaction Specialist (Re: NV1-116)

11. Waiver of Right to Jury Trial. Each party hereby waives its respective rights to trial by jury of any contract or tort claim, counterclaim, cross-complaint or cause of action in any action, proceeding or hearing brought by either party with respect to any matter arising out of or in any way connected to this Agreement.

12. Binding Effect. This Agreement and all obligations and undertakings herein shall be binding upon, and shall inure to the benefit of the parties, hereto, their heirs, executors, administrators, successors, and assignees, and/or anyone claiming by, through, or under any of them.

13. Governing Law. This Agreement is made in, and shall be governed, enforced and construed under the laws of the State of Nevada.

14. Waiver. No delay or omission by either party in exercising any right or power hereunder shall impair any such right or constitute a waiver thereof, unless such waiver is set forth in a written instrument duly executed by that party. A waiver of any covenant, condition or term set forth herein shall not be construed as a waiver of any succeeding breach of the same or other covenant, condition or term.

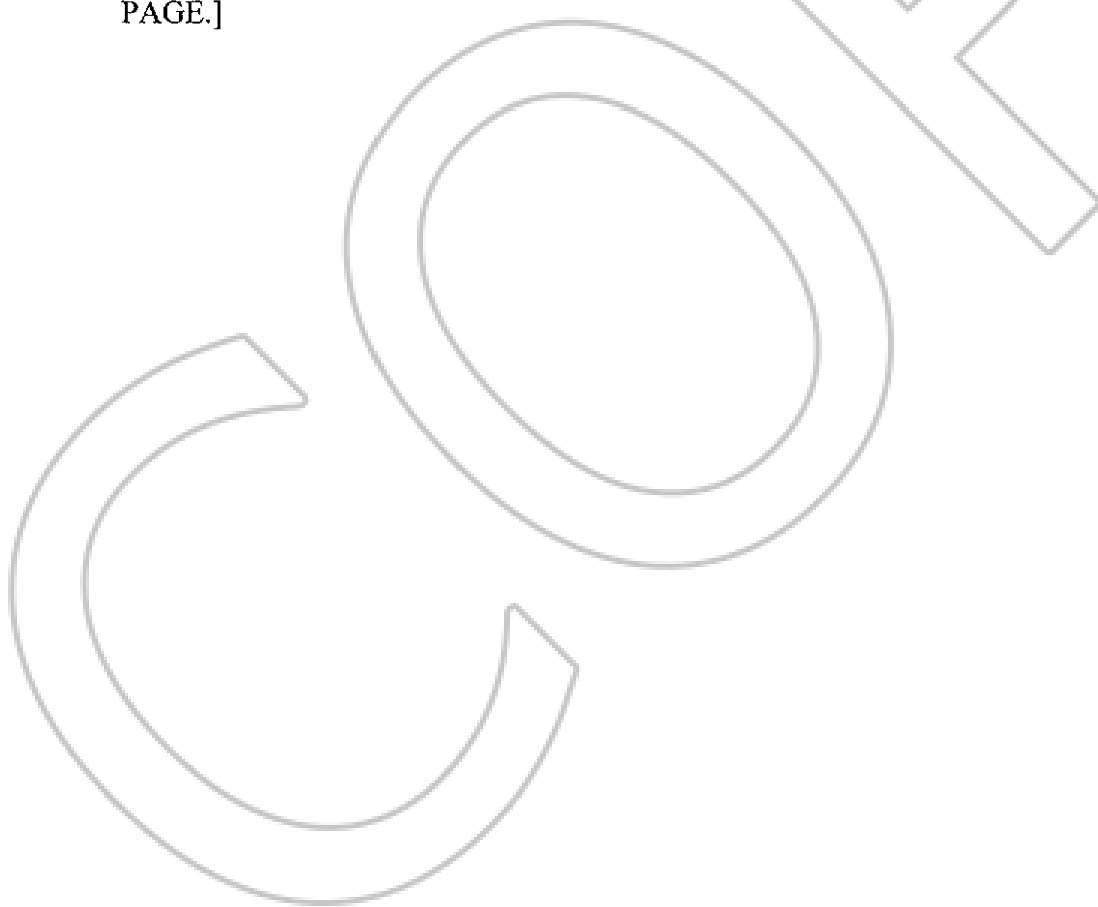


15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

16. Digital Image. The parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence for the purposes of State law, Federal Rule of Evidence 1002, and the like statutes and regulations.

17. Authority. Each individual executing this Agreement on behalf of the respective Owner, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said Owner, in accordance with bylaws of said corporation, or as a partner or individual is authorized to execute this document and that this Agreement is binding upon said corporation and/or partnership or individual, except as to those individuals signing on behalf of a corporation. Moreover, Wright warrants and represents that no further approval or consent is required for this Agreement such as but not limited to approval or consent of a lender or ground lessor.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES ON NEXT PAGE.]





IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth hereinabove.

WRIGHT:

EDWARD E. WRIGHT and MALINDA P. WRIGHT, husband and wife, as joint tenants

By: Edward E Wright

By: Malinda Wright

Date: 7-12-12

BANK:

NEBACO INC., a Nevada corporation

By: David L. Sudderth

Its: Senior Vice President

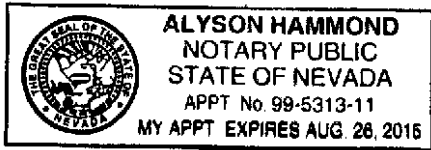
Date: August 17, 2012



STATE OF NEVADA)
) ss.
COUNTY OF LINCOLN)

I certify that I know or have satisfactory evidence that Edward E. Wright is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of Edward E. Wright for the uses and purposes mentioned in the instrument.

Dated this 12th day of July, 2012.



Alyson Hammond
(Signature of Notary)

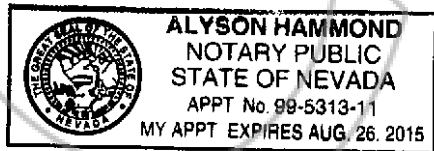
Alyson Hammond
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Nevada
My appointment expires: August 26th, 2015

STATE OF NEVADA)
) ss.
COUNTY OF LINCOLN)

I certify that I know or have satisfactory evidence that Malinda Wright is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the free and voluntary act of Malinda Wright for the uses and purposes mentioned in the instrument.

Dated this 12th day of July, 2012.



Alyson Hammond
(Signature of Notary)

Alyson Hammond
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Nevada
My appointment expires: August 26th, 2015



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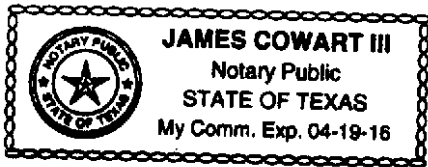
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STATE OF TEXAS)
)ss.
COUNTY OF Montgomery)

I certify that I know or have satisfactory evidence that David L. Sudderth, Senior Vice President, is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as a Senior Vice President of NEBACO INC., a Nevada corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 17th day of August, 2012.



[Signature]
(Signature of Notary)

James Cowart III
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Texas

My appointment expires: 4-19-16



EXHIBIT A
Legal Description of Bank Parcel

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

Lots 59, 60 and 61 in Block 25 in the TOWN OF PIOCHE, Lincoln County, Nevada as said lot and block are platted and described on the Official Plat of said TOWN OF PIOCHE, now on file and of record in the Office of the County Recorder of said Lincoln County, Nevada and to which plat and the records thereof reference is hereby made for further particular description.

Together with that certain easement as granted in an Easement Agreement between COUNTY OF LINCOLN, a Nevada Corporation and NEBACO, INC., a Nevada Corporation recorded September 19, 2008 in Book 244 of Official Records, page 500 as File No. 132612, Lincoln County, Nevada records.

ASSESSOR'S PARCEL NUMBER FOR 2011 - 2012: 001-095-22

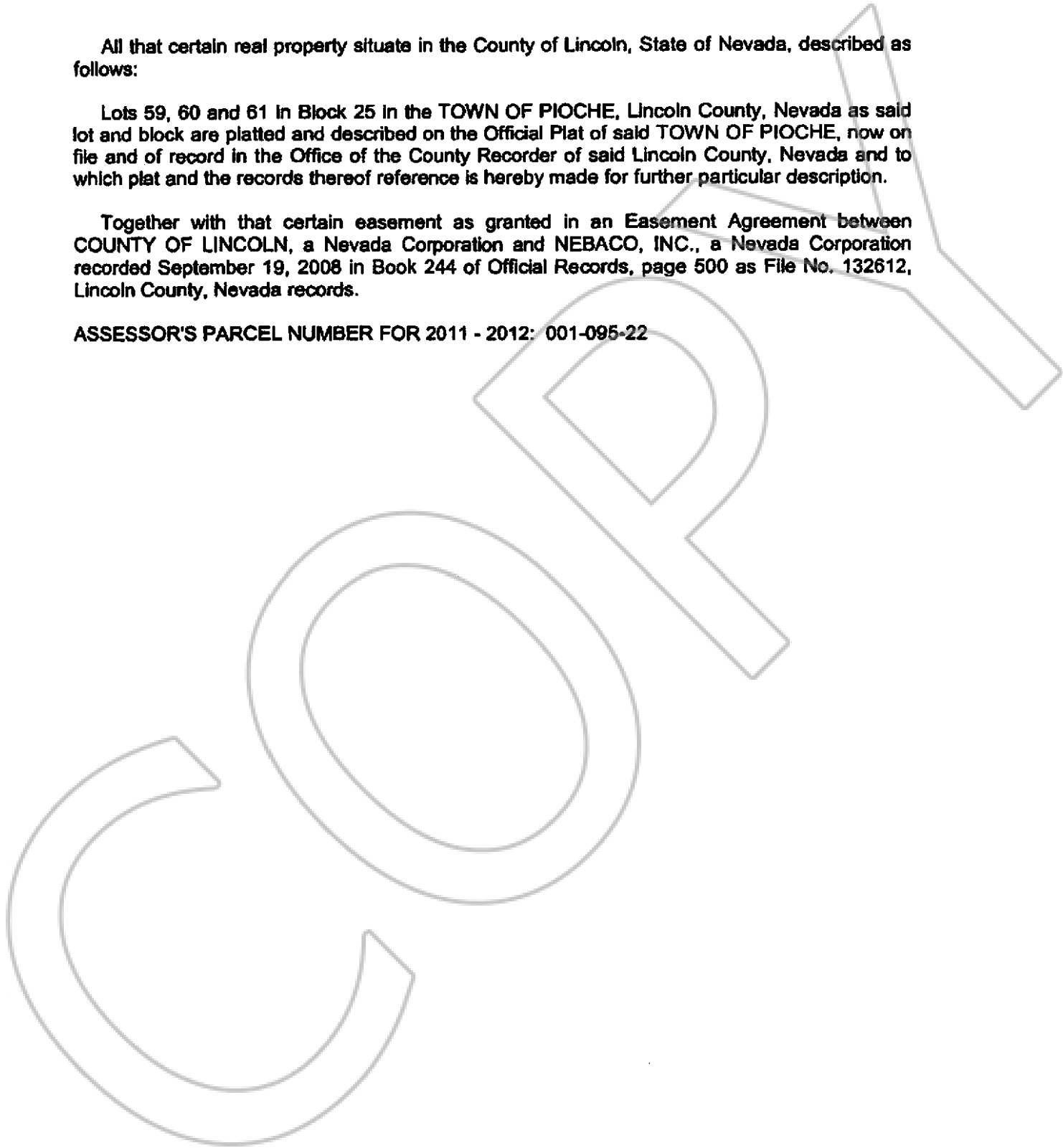




EXHIBIT B
Legal Description of Wright Parcel

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

PARCEL 1

All of Lots 1, 2, 3, 4, 5, 6, 7, 62, 63 and 64 in Block 25, as described on the Official Plat of the Town of Pioche, recorded January 5, 1874 in the Office of the Lincoln County Recorder in Book A of Plats, page 37, Lincoln County, Nevada records.

ASSESSOR'S PARCEL NUMBER FOR 2011 - 2012: 001-095-29

PARCEL 2

That portion of Block 25 as described on the Official Plat of the Town of Pioche, recorded January 5, 1874 in the Office of the Lincoln County Recorder in Book A of Plats, page 37, Lincoln County, Nevada record; more particularly described as follows:

Lot A of that certain Merger and Re-Divide Parcel Map recorded August 31, 2007 in the Office of the Lincoln Recorder in Book C of Plats, page 352 as File No. 129844, Lincoln County, Nevada records.

ASSESSOR'S PARCEL NUMBER FOR 2011 - 2012: 001-095-30