

**Official Record**

Recording requested By  
FIDELITY NATIONAL TITLE AGENCY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$17.00 Page 1 of 4

RPTT: \$33,988.50 Recorded By: AE

Book- 296 Page- 0580

APN's: 008-251-03, 008-251-04,  
008-261-05 and 008-261-09

RPTT \$ 33,988.50

**Recording Requested By and:**

**When Recorded Mail To:**

GAEA THEOS, LLC  
1645 Village Center Circle Ste 170  
Las Vegas, Nevada 89134



0147920

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

**GRANT, BARGAIN AND SALE DEED**

*NV Holding Group, LLC, a Nevada Limited Liability Company* ("Grantor"), does hereby grant, bargain, sell, and convey unto *GAEA THEOS, LLC, a Nevada Limited Liability Company*, ("Grantee"), and to its successors and assigns, all right, title and interest in and to that certain real property situate in the County of Lincoln, State of Nevada, more particularly described as follows:

**PARCEL 1:**

Township 12 South, Range 71 East, M.D.B.&M.  
Section 15: Government Lots 5 and 8, inclusive  
Section 16: Government Lot 1; the Northeast Quarter (NE 1/4); the North Half (N 1/2) of the Northwest Quarter (N 1/4); the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4);  
Section 17: Government Lot 1; the East Half (E 1/2) of the Northeast Quarter (NE 1/4); the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4)

**PARCEL 2:**

Township 12 South, Range 71 East, M.D.B.&M.;  
Section 33: Government Lots 1 and 3;  
Section 34: Government Lot 8;

**PARCEL 3:**

Township 12 South, Range 70 East, M.D.B.&M.  
Section 25: West Half (W1/2)



Section 26: All  
Section 27: All  
Section 34: All  
Section 35: All  
Section 36: Northwest Quarter (NW 1/4)

TOGETHER WITH the improvements thereon, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversions and reversions, remainder and remainders, rents, issues and profits thereof.

**TOGETHER** with all tenements, hereditaments and appurtenances thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

**FURTHER TOGETHER WITH** buildings, structures and improvements, and building materials, fixtures and equipment to be incorporated into any buildings, structures or improvements;

Goods, materials, supplies, fixtures, equipment, washers, dryers, appliances, machinery, furniture and furnishings, including without limitation all such items used for (i) generation, storage or transmission of air, water, heat, steam, electricity, light, fuel, refrigeration or sound; (ii) ventilation, air-conditioning, heating, refrigeration, fire prevention and protection, sanitation, drainage, cleaning, transportation, communications, maintenance or recreation; (iii) removal of dust, refuse, garbage or snow; (iv) transmission, storage, processing or retrieval of information; and (v) floor, wall ceiling and window coverings and decorations;

Income, receipts, revenues, rents, issues and profits, including without limitation, room rents, minimum rents, additional rents, percentage rents, occupancy and user fees and charges, license fees, parking and maintenance fees, tax and insurance contributions, proceeds of the sale of utilities and services, cancellation premiums, and claims for damages arising from the breach of any leases;

Water and water rights, ditches and ditch rights, reservoirs and reservoir rights, stock or interest in irrigation or ditch companies, minerals, oil and gas rights, royalties, and lease or leasehold interests;

Plans and specifications prepared for the construction of any improvements, including without limitation, all studies, estimates, data and drawings;



Documents, instruments and agreements relating to, or in any way connected with, the operation, control or development of the Real Property, including without limitation, any declaration of covenants, conditions and restrictions and any articles of incorporation, bylaws and other membership documents of any property owners association or similar group;

Claims and causes of action, legal and equitable, in any form whether arising in contract or in tort, and awards, payments and proceeds due or to become due, including without limitation those arising on account of any loss of, damage to, taking of, or diminution in value of, all or any part of the Real Property or any personal property described herein;

Sales agreements, escrow agreements, deposit receipts, and other documents and agreements for the sale or other disposition of all or any part of the Real Property or any of the personal property described herein, deposits, proceeds and benefits arising from the sale or other disposition of all or any part of the real property or any of the personal property described herein;

Policies or certificates of insurance, contracts, agreements or rights of indemnification, guaranty or surety, and awards, loss payments, proceeds, and premium refunds that may be payable with respect to such policies, certificates, contracts agreements or rights;

Contracts, agreements, permits, licenses, authorizations and certificates, including without limitation all architectural contracts, construction contracts, management contracts, service contracts, maintenance contracts, franchise agreements, license agreement, building permits and operating licenses.

Trade names, trademarks, and service marks (subject to any franchise or license agreements relating thereto);

Refunds and deposits due or to become due from any utility companies or governmental agencies;

Replacements and substitutions for, modifications of, and supplements, accessions, addenda and additions to, all of the personal property described herein;

Books, records, correspondence, files and electronic media, and all information stored therein;

Together with all products and proceeds of all of the foregoing, in any form, including all proceeds received, due or to become due from any sale, exchange or other disposition



thereof, whether such proceeds are cash or non-cash in nature, and whether represented by checks, drafts, notes or other instruments for the payment of money.

**TO HAVE AND TO HOLD**, all and singular, the said premises together with the appurtenances, unto the Grantee, her heirs and assigns forever.

**IN WITNESS WHEREOF**, the Grantor has hereunto caused this instrument to be executed the day and year set forth below.

Dated: June 30, 2015.

*NV Holding Group, LLC*

\_\_\_\_\_  
Paul Mashni, Manager

STATE OF NEVADA )

: ss.

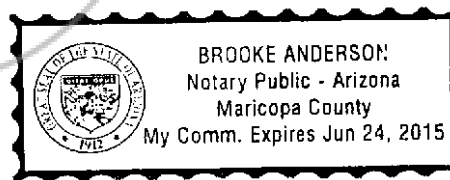
COUNTY OF CLAY )

On the 4 day of JUNE, 2015, before me, a notary public in and for said State, personally appeared, Paul Mashni, *as Manager of NV Holding Group, LLC, a Nevada limited liability company*, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Brooke Anderson  
NOTARY PUBLIC

417534



STATE OF NEVADA DECLARATION OF VALUE

DOC # DV-147920

06/30/2015

04 57 PM

Official Record

1. Assessors Parcel Number(s)

- a) 008-261-09
- b) 008-261-05
- c) 008-251-03
- d) 008-251-04

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Page 1 of 1 Fee: \$17.00  
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2. Type of Property:

- a)  Vacant Land
- b)  Single Fam. Res.
- c)  Condo/Twnhse
- d)  2-4 Plex
- e)  Apt. Bldg
- f)  Comm'l/Ind'l
- g)  Agricultural
- h)  Mobile Home
- i)  Other \_\_\_\_\_

FOR RECORDER

DOCUMENT/INSTRUMENT #: \_\_\_\_\_

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

DATE OF RECORDING: \_\_\_\_\_

NOTES: \_\_\_\_\_

3. Total Value/Sales Price of Property: \$8,715,000.00

Deed in Lieu of Foreclosure Only (value of property) ( \_\_\_\_\_ )

Transfer Tax Value: \$8,715,000.00

Real Property Transfer Tax Due: \$33,988.50

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section \_\_\_\_\_
- b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: % \_\_\_\_\_

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature \_\_\_\_\_ Capacity MANAGER Grantor  
 Signature \_\_\_\_\_ Capacity \_\_\_\_\_ Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: NV Holding Group, LLC, a Nevada Limited Liability Company  
 Address: 13835 N. NORTHSIGHT BLVD. STE 100  
 City: SCOTTSDALE  
 State: AZ Zip: 85260

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: GAEA THEOS, LLC, a Nevada Limited Liability Company  
 Address: 1645 Village Center Circle Ste 170  
 City: Las Vegas  
 State: NV Zip: 89134

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: Western Title Company Esc. #: 070080-PAH  
 Address: Kietzke Office  
5390 Kietzke Ln Suite 101  
 City/State/Zip: Reno, NV 89511

Fidelity National Title  
500 N. Rainbow Blvd Ste 100  
Las Vegas NV 89107

As a Public Record this form may be recorded/microfilmed