

1 **COMJD**
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CASE NO: A-22-861048-C
Department 13

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

SUZY YU ZHANG, an individual; and
CHRISTY CHEN LLC, a Nevada Limited
Liability Company,

Plaintiff,

vs.

RE GROUP 1, LLC, a Nevada Limited
Liability Company; CLOUD PROPERTY
DISOLVEMENT LAND GROUP LLC, a
California Limited Liability Company; R E
GROUP SERIES LLC, a Nevada Limited
Liability Company; SARAH SORRELLS, an
individual, and doing business as R E GROUP
SERIES LLC, SERIES 5; REALTY &
INVESTMENT SORRELLS ENTERPRISE
LLC, A Nevada Limited Liability Company;
GALAXY HOME BUYERS LLC, a Nevada
Limited Liability Company; DOES 1 through
10, and ROE ENTITIES 1 through 10,

Defendants.

CASE NO.:
DEPT. NO.:

COMPLAINT

[Exempt from Arbitration: Exceeds
Jurisdictional Minimum of \$50,000]

JURY TRIAL DEMANDED

COME NOW Plaintiffs, SUZY YU ZHANG, an individual (“Zhang”), and CHRISTY
CHEN LLC, a Nevada limited liability company (“Chen”), by and through their counsel of record,

AS Albright Stoddard
Warnick & Albright

1 ALBRIGHT, STODDARD, WARNICK & ALBRIGHT, and hereby asserts, alleges, and complains
2 as follows:

3
4 **PARTIES**

5 1. At all times relevant hereto, Plaintiff Zhang was, and continues to be, a resident of
6 Clark County, Nevada.

7 2. At all times relevant hereto, Plaintiff Chen was, and continues to be, a Nevada limited
8 liability company.

9 3. At all times relevant hereto, Defendant RE GROUP 1, LLC (“RE Group”) was, and
10 continues to be, a domestic Nevada limited liability company, operating business in Clark County,
11 Nevada, specifically at 3235 South Rainbow Boulevard, Suite 100, Las Vegas, Nevada 89146.

12 4. At all relevant times hereto, Defendant CLOUD PROPERTY DISOLVEMENT
13 LAND GROUP LLC (“Cloud Property”) was, and continues to be, a California limited liability
14 company, with its primary business at 1230 17th Street, Bakersfield, California, and operating
15 business in Clark County, Nevada.

16 5. At all relevant times hereto, Defendant R E GROUP SERIES LLC (“REGS”) was,
17 and continues to be, a Nevada limited liability company, operating business in Clark County,
18 Nevada, with its primary business at 3235 South Rainbow Boulevard, Suite 100, Las Vegas, Nevada
19 89146.

20 6. At all times relevant hereto, Defendant SARAH SORRELLS (“Sorrells”) is an
21 individual who was, and continues to be, a resident of Clark County, Nevada, and whom operates
22 real estate transactions within Clark County, Nevada. Sorrells operates real estate business under a
23 fictitious business name of R E GROUP SERIES, LLC, SERIES 5 (“Series 5”), among other
24 business names and entities, within Clark County, Nevada.

25 7. At all times relevant hereto, Defendant REALTY & INVESTMENT SORRELLS
26 ENTERPRISE LLC (“RISE”) was, and continues to be, a domestic Nevada limited liability
27 company, operating business in Clark County, Nevada, specifically at 325 Valleggia Drive, Las
28 Vegas, Nevada 89138.

1 8. At all times relevant hereto, Defendant GALAXY HOME BUYERS LLC
2 (“Galaxy”) was, and continues to be, a domestic Nevada limited liability company, operating
3 business in Clark County, Nevada, specifically at 325 Valleggia Drive, Las Vegas, Nevada 89138.

4 9. Presently, Plaintiffs are unaware of the true names and capacities of those Defendants
5 sued herein as DOE Defendants and ROE ENTITIES, therefore, such Defendants are sued by said
6 fictitious named Defendants. If Plaintiffs become aware of the true names of such fictitiously named
7 Defendants, Plaintiffs will move this Court for leave to amend his Complaint.

8
9 **JURISDICTION AND VENUE**

10 10. This Court has jurisdiction over this matter because the contracts and business
11 transactions at issue were made and entered into in Clark County, Nevada, and the combined amount
12 in controversy exceeds Fifteen Thousand Dollars (\$15,000.00).

13 11. Venue in Clark County, Nevada is proper because the contracts at issue in this case
14 were entered into by and between business entities that did, and are doing business in the County of
15 Clark, State of Nevada, and individuals who did, and still do, reside within the State of Nevada,
16 County of Clark.

17
18 **GENERAL ALLEGATIONS**

19 12. On or about June 23, 2022, RE Group and Zhang entered into a Promissory Note (the
20 “Zhang Note”), wherein RE Group was the “Borrower” and Zhang was the “Lender”, in the
21 principal amount of Three Hundred Thousand Dollars (\$300,000.00). A true and correct copy of the
22 Zhang Note is attached hereto as **EXHIBIT 1**.

23 13. The Zhang Note included terms that RE Group would repay Zhang the full principal
24 amount within 45 days from the date of the Zhang Note.

25 14. Sorrells executed the Zhang Note as “Manager” of RE Group, and Sorrells is the
26 individual that all negotiations were made with Zhang prior to June 23, 2022.

27 15. On or about June 24, 2022, Zhang wire transferred the Three Hundred Thousand
28 Dollars (\$300,000.00) subject to the Zhang Note to Cloud Property, as instructed by Sorrells. A true

1 and correct copy of the Wells Fargo Bank Wire Transfer Services confirmation is attached hereto
2 as **EXHIBIT 2**.

3 16. On or about June 24, 2022, Sorrells executed a Deed of Trust (the “Zhang DOT”) by
4 and between RE Group as the Trustor and Zhang as the Beneficiary. A true and correct copy of the
5 Zhang DOT is attached hereto as **EXHIBIT 3**.

6 17. The Zhang Note was secured by the real property subject to the Zhang DOT,
7 specifically that real property generally described as 7511 Beechnut Street, Unit #116, Houston,
8 Texas 77074, in Harris County, Texas, with a brief legal property description of Lots 3-15, Block
9 14, Sharpstown Section 3, in and for said County and State (the “Zhang Property”).

10 18. On or about May 5, 2022, Sorrells, dba Series 5, and Chen entered into a Promissory
11 Note (the “Chen Note”), wherein Series 5 was the “Borrower” and Chen was the “Lender”, in the
12 principal amount of Four Hundred Thousand Dollars (\$400,000.00). A true and correct copy of the
13 Chen Note is attached hereto as **EXHIBIT 4**.

14 19. The Chen Note included terms that Series 5 would repay Chen the full principal
15 amount within 45 days from the date of the Chen Note.

16 20. Sorrells executed the Chen Note as “Manager” of Series 5, and Sorrells is the
17 individual that all negotiations were made with Chen prior to May, 2022.

18 21. On or about May 18, 2022, Chen wire transferred Three Hundred Fifty Thousand
19 Dollars (\$350,000.00) subject to the Chen Note to Cloud Property, as instructed by Sorrells. On or
20 about May 19, 2022, Chen wire transferred an additional Fifty Thousand Dollars (\$50,000.00) to
21 Cloud Property, subject to the Chen Note. True and correct copies of the Bank of America Wire
22 Transaction Receipts are collectively attached hereto as **EXHIBIT 5**.

23 22. On or about May 6, 2022, Sorrells, as “Manager” of Series 5, executed a Deed of
24 Trust (the “Chen DOT”) by and between Series 5 as the Trustor, and Chen as the Beneficiary. A
25 true and correct copy of the Chen DOT is attached hereto as **EXHIBIT 6**.

26 23. The Chen Note was secured by the real property subject to the Chen DOT,
27 specifically that real property generally described as 3331 Athens Street, Las Vegas, Nevada 89169,
28

1 in Clark County, Nevada, with a brief legal property description of Continental Park, 1 Plat, Book
2 7 Page 68, Lot 1, Block 3, in and for said County and State (the “Chen Property”).

3 24. As of the date of this Complaint, Defendants have breached the terms of the Zhang
4 and Chen Notes and have harmed Plaintiffs in the combined amount in excess of Seven Hundred
5 Thousand Dollars (\$700,000.00).

6 25. Upon information and belief, Defendants, and none of them, actually had a true
7 ownership interest in either the Zhang Property or the Chen Property at the time the Zhang DOT or
8 the Chen DOT were made.

9 26. Defendants RE Group, REGS, Sorrells, RISE and Galaxy made representations to
10 Zhang and Chen, and at the time, said Defendants did not have any intention of making payments
11 to Zhang and Chen pursuant to the Zhang and Chen notes.

12 27. Defendants RE Group, REGS, Sorrells, RISE and Galaxy made such representations
13 for the purpose of inducing Zhang and Chen to loan money to Defendants for the monetary
14 enrichment of Defendants.

15 28. Upon information and belief, Defendants absconded the monies lent by Plaintiffs,
16 specifically, Three Hundred Thousand Dollars (\$300,000.00) from Zhang, and Four Hundred
17 Thousand Dollars (\$400,000.00) from Chen.

18 29. Plaintiffs herein allege the alter ego relationships between all Defendants, as these
19 persons and entities failed to observe appropriate formalities in Defendants’ comingling of resources
20 and business operations, and including those particular real estate transactions subject to the
21 allegations of this Complaint, for a mutual purpose of obtaining massive financial gains.

22 30. Upon information and belief, Defendants RE Group, Cloud Property, REGS, RISE,
23 and Galaxy are influenced and governed by Sorrells.

24 31. Upon information and belief, there exists a unity of interest and ownership between
25 Defendants RE Group, Cloud Property, REGS, RISE, and Galaxy with Sorrells, in such a manner
26 that they are inseparable.

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1 32. Upon information and belief of Plaintiffs, Defendants treated the assets of Zhang and
2 Chen as their own, and Defendants, one to and with the other, comingled the funds of Zhang and
3 Chen as their own.

4 33. Upon information and belief of Plaintiffs, Defendants, one to and with the other,
5 diverted the funds of Zhang and Chen as their own.

6 34. Adherence to the corporate fiction that upon information and belief of Plaintiffs,
7 Defendants RE Group, Cloud Property, REGS, RISE, Galaxy and Sorrells are separate entities
8 would sanction a fraud and promote injustice.

9 35. Accordingly, Plaintiffs Zhang and Chen are entitled to recover any and all assets of
10 Defendants in satisfaction of the debts owed by Defendants and to Plaintiffs.

11
12 **FIRST CAUSE OF ACTION**
13 **(Breach of Contract against RE Group, REGS, Sorrells, RISE and Galaxy)**

14 36. Plaintiffs repeat and reallege each and every allegation set forth in the preceding
15 paragraphs of this Complaint as though set forth at length and in full herein.

16 37. Plaintiffs each entered into separate agreements, the Zhang and Chen Notes, with RE
17 Group, REGS, and Sorrells for the purpose of Sorrells' real property investments.

18 38. RE Group, REGS, and Sorrells breached the Zhang and Chen Notes by failing to
19 perform under the terms and conditions of the Zhang and Chen Notes, specifically, by not repaying
20 the amount of \$300,00.000 pursuant to the Zhang Note, and the \$400,000.00 pursuant to the Chen
21 Note, including interest accruing thereon at the highest legal rate.

22 39. All conditions precedent, if any, to Defendants' duty to perform were fulfilled by
23 Plaintiffs pursuant to each of the Notes.

24 40. As a direct and proximate cause of said Defendants' breach of the Zhang Note and
25 the Chen Note, Plaintiffs have been monetarily damaged in a combined amount of \$700,000.00,
26 plus the costs to bring forth this litigation, in an amount to be determined at trial, together with
27 interest thereon, at the highest legal rate.

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1 41. It has become necessary for Plaintiffs to engage the services of an attorney in these
2 proceedings as a direct and proximate result of the conduct alleged above and therefore, Plaintiffs
3 are entitled to recover fees and costs incurred herein as special damages, and also pursuant to any
4 statute, rule, or contractual provision allowing for the same.

5
6 **SECOND CAUSE OF ACTION**
(Unjust Enrichment against all Defendants)

7 42. Plaintiffs repeat and reallege each and every allegation set forth in the preceding
8 paragraphs of this Complaint as though set forth at length and in full herein.

9 43. As to Defendants, this cause of action is pleaded in the alternative.

10 44. Defendants, and each of them, either individually or collectively, received loan
11 payments, or partial payments, from Plaintiffs, specifically, in an amount of \$300,000.00 from
12 Zhang, and in an amount of \$400,000.00 from Chen.

13 45. Defendants received loan payments from Plaintiffs and failed to repay Plaintiffs
14 pursuant to the Zhang Note and the Chen Note, and therefore Defendants, and each of them, entered
15 into agreements with Plaintiffs in a negligent manner.

16 46. It would be inequitable for Defendants to retain the loan monies received by each
17 Plaintiff in a combined amount of \$700,000.00.

18 47. Defendants have been unjustly enriched to the detriment of each Plaintiff. It has
19 become necessary for Plaintiffs to engage the services of an attorney in these proceedings as a direct
20 and proximate result of the conduct alleged above and therefore, Plaintiffs are entitled to recover
21 fees and costs incurred herein as special damages, and also pursuant to any statute rule, or
22 contractual provision allowing for the same.

23
24 **THIRD CAUSE OF ACTION**
(Negligence/Negligence *Per Se* against All Defendants)

25
26 48. Plaintiffs repeat and reallege each and every allegation set forth in the preceding
27 paragraphs of this Complaint as though set forth at length and in full herein.

1 49. Defendants owed a duty to Plaintiffs, as to honor the terms and conditions set forth
2 in each of the Zhang and Chen Notes, and by RE Group and Sorrells breach of each of the Zhang
3 and Cheng Notes, GE Group and Sorrells acted in a negligent manner.

4 50. As a direct and proximate result of Defendants' negligence and violation of
5 applicable codes, statutes, and regulations, Plaintiffs, and each of them, have suffered extreme
6 damages, and in excess of \$700,000.00.

7 51. Plaintiffs have been forced to retain the services of an attorney to prosecute this
8 action and, therefore, Plaintiffs are entitled to reasonable attorneys' fees and costs, prejudgment
9 interest, post-judgment interest, and such further relief as this Court deems proper resulting from
10 this action.

11 **FOURTH CAUSE OF ACTION**
12 **(Intentional Fraud in the Inducement against All Defendants)**

13 52. Plaintiffs repeat and reallege each and every allegation set forth in the preceding
14 paragraphs of this Complaint as though set forth at length and in full herein.

15 53. Defendants owed a duty to Plaintiffs, as to honor the terms and conditions of the
16 Zhang and Chen Notes, however, Defendants did not intend to honor such terms and conditions,
17 including payments that were to be paid to both Zhang and Chen pursuant to said Notes.

18 54. Upon information and belief, Defendants, and none of them, actually had a true
19 ownership interest in either the Zhang Property or the Chen Property at the time the Zhang DOT or
20 the Chen DOT were made.

21 55. Defendants RE Group, REGS, Sorrells, RISE and Galaxy made representations to
22 Zhang and Chen, and at the time, said Defendants did not have any intention of making payments
23 to Zhang and Chen pursuant to the Zhang and Chen notes.

24 56. Defendants RE Group, REGS, Sorrells, RISE and Galaxy made such representations
25 for the purpose of inducing Zhang and Chen to loan money to Defendants for the monetary
26 enrichment of Defendants.

27 57. At the time Zhang entered into the Zhang Note, and at the time Chen entered into the
28 Chen Note, Zhang and Chen were unaware that Defendants RE Group, REGS, Sorrells, RISE and

1 Galaxy had no intention of paying Zhang and Chen the monies due under the Zhang and Chen Notes,
2 respectively.

3 58. Upon information and belief, Defendants absconded the monies lent by Plaintiffs,
4 specifically, Three Hundred Thousand Dollars (\$300,000.00) from Zhang, and Four Hundred
5 Thousand Dollars (\$400,000.00) from Chen.

6 59. As a direct and proximate result of Defendants' conduct described herein, Plaintiffs
7 have been damaged in an amount in extreme excess of Fifteen Thousand Dollars (\$15,000.00), plus
8 interest thereon, at the highest legal rate, until paid in full.

9 60. Due to Defendants' conduct being intentional, willful, oppressive and malicious,
10 express or implied, Plaintiffs Zhang and Chen, in addition to compensatory damages, should recover
11 damages for the sake of example and by way of punishing Defendants.

12 61. Plaintiffs Zhang and Chen have been compelled to retain legal representation to
13 prosecute this Action and are entitled to reasonable attorneys' fees and related costs and expenses
14 incurred herein.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray for the following relief:

1. For an award of monetary damages in excess of \$700,000.00 against Defendants together with the highest interest as allowed by law;
2. For reasonable attorneys’ fees and costs; and
3. For such other and further relief as this court deems just and equitable.

Dated this 9th day of November, 2022.

ALBRIGHT, STODDARD, WARNICK & ALBRIGHT

/s/ G. Mark Albright, Esq.

G. MARK ALBRIGHT, ESQ.
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DANIEL R. ORMSBY, ESQ.
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dormsby@albrightstoddard.com
Attorneys for Plaintiffs

COMPLAINT

EXHIBIT 1

PROMISSORY NOTE

(this "Note")

Borrower: RE Group 1 LLC of 3235 S Rainbow Blvd Suite 100, Las Vegas, NV
89146 (the "Borrower")

Lender: SUZY YU ZHANG of 128 Honors Course Dr, Las Vegas, NV 89148
(the "Lender")

Principal Amount: \$300,000.00 USD

1. FOR VALUE RECEIVED, The Borrower promises to pay to the Lender at such address as may be provided in writing to the Borrower, the principal sum of \$300,000.00 USD, without interest payable on the unpaid principal, beginning on June 23, 2022.
2. This Note is repayable within 45 day(s) of the Lender providing the Borrower with written notice of demand.
3. At any time while not in default under this Note, the Borrower may pay the outstanding balance then owing under this Note to the Lender without further bonus or penalty.
4. The Borrower shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Lender incurred by enforcing this Note as a result of any default by the Borrower and such costs will be added to the principal then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand of the Lender.
5. This Note is secured by the following security (the "Security"): 7511 Beechnut St, Houston, TX 77074.
6. The Borrower grants to the Lender a security interest in the Security until this Note is paid in full. The Lender will be listed as a lender on the title of the Security whether or not the Lender elects to perfect the security interest in the Security.

7. If the Borrower defaults in payment after demand for ten (10) days, the Security will be immediately provided to the Lender and the Lender is granted all rights of repossession as a secured party.
8. If any term, covenant, condition or provision of this Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
9. This Note will be construed in accordance with and governed by the laws of the State of Nevada.
10. This Note will enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrower and the Lender. The Borrower waives presentment for payment, notice of non-payment, protest and notice of protest.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal

SIGNED, SEALED, AND DELIVERED

this 23 day of June,
2022.

RE Group 1 LLC

Per:  (SEAL)

Sarah Sorrells
manager of RE Group 1 LLC

SIGNED, SEALED, AND DELIVERED

this 23 day of June,
2022.


SUZY YU ZHANG

NEVADA NOTARY ACKNOWLEDGMENT

THE STATE OF NEVADA

COUNTY OF Clark

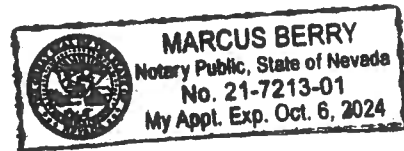
This instrument was acknowledged before me on June 23, 2022
(date) by [Signature], Sarah Savrells (name of person).

[Signature]

Notary Public Signature

Print Marcus Berry

Title Notary



(Seal)

COMPLAINT

EXHIBIT 2

Wire Transfer Services

Outgoing Wire Transfer Request

WELLS
FARGO

Today's Date:	Wells Fargo Reference Number:		
06/24/2022	FW0006483175333359		
Banker Name:	Officer/Portfolio Number:		
TONESHA JOHNSON	N1434		
Banker Phone:	Branch Number:	Banker AU:	Banker MAC:
702/362-7657	00218	0006483	S4730-011

Outgoing wires can only be sent for Wells Fargo customers. Provide the Customer Copy to the customer ensuring you give them the Wire Transfer Agreement on pages 3 and 4. Note: Wells Fargo Wire Transfer Services will route wires based on correspondent banking relationships. See the Wire Transfer Information for explanations of the Mexican CLABE number, the SWIFT BIC, the International Routing Code ("IRC"), Indian Financial System Code (IFSC) and the International Bank Account Number ("IBAN").

Originator's Information

Originator Name:	Street Address:			
SUZY YU ZHANG	128 HONORS COURSE DR			
Primary ID Type:	Primary ID Description:	Address Line 2:		
PINV WS	PIN Validation			
Primary ID St/Ctry/Prov:	Primary ID Issue Date:	Primary ID Expiration Date:	Address Line 3:	
	NONE	NONE		
Secondary ID Type:	Secondary ID Description:	City:	State:	
NDLC	D4024436	LAS VEGAS	NV	
Secondary ID State/Country:	Secondary ID Issue Date:	Secondary ID Expiration Date:	ZIP/Postal Code:	Country:
CA	02/14/2020	01/25/2026	89148-0001	US
		Home Phone:	Business Phone:	
		714/293-2993		

Wire Amount and Source of Funds

Create AU:	Amount (US Dollars):	Debit Wells Fargo Account:	Bank/COID:
0006483	\$300,000.00		00114

Beneficiary/Recipient Information (This is the ultimate recipient of the wire transfer funds)

Beneficiary/Recipient Name:	Name/Address Line 1:
CLOUD PROPERTY DISOVEMENT LAND LLC	1230 17th st
Beneficiary Account Number/IBAN (Foreign)/CLABE (Mexico):	Name/Address Line 2:
0521102543	
Purpose of Funds:	Name/Address Line 3:
RE PROPERTY 7511 BEECHNUT ST HOUSTON, TX 77074	Bakersfield, CA, US
Additional Instructions:	Beneficiary Phone Number:
FILE NO JGM-13895-2642311	

Customer Copy

Beneficiary Bank (This is the financial institution where the beneficiary maintains their account.)

ABA/RTN 122234149	SWIFT/BIC:	Beneficiary Bank Name: CITIZENS BUSINESS BANK
Beneficiary Bank Address:		City: ONTARIO State: CA
Additional Instructions:		

Wire Fees

Wells Fargo wire transfer fees will be charged to the Originator's Debit Account. Wells Fargo Wire Transfer Fees are disclosed in your most recent Fee and Information Schedule and related amendments and, if applicable, on the Wells Fargo Combined Disclosure for Outgoing Consumer International Wires. Additional fees from intermediary and beneficiary banks may be charged to international transactions. My signature here indicates agreement to all of the information on this Outgoing Wire Transfer Request and to the terms and conditions of this request. Wells Fargo is authorized to rely on the information on this Request in making the requested funds transfer.

Wells Fargo Wire Fee Amount:

\$30.00

Customer Signature

Originator Name

SUZY YU ZHANG

Originator Signature



- Submit manually
 Signature not required

Date:

06/24/2022

Customer Copy

COMPLAINT

EXHIBIT 3

Deed of Trust

THIS DEED OF TRUST (the "Trust") dated this 24th day of June, 2022

BETWEEN:

RE Group 1 LLC of 3235 S Rainbow Blvd Suite 100, Las Vegas, NV 89146, USA
(the "Trustor")

OF THE FIRST PART

- AND -

SUZY YU ZHANG of 128 Honors Course Dr, Las Vegas, NV 89148, USA
(the "Beneficiary")

OF THE SECOND PART

- AND -

First American Title Company of 4900 California Avenue, Community Tower B, 2nd Floor,
Bakersfield, CA 93309
(the "Trustee")

OF THE THIRD PART

Initials: _____

SS

Background

A. The Trustor, being registered as owner of the estate in the following described property (the "Property") located at 7511 Beechnut St #116, Houston, TX 77074 in Harris, State of Texas, United States with the following legal description:

Lots 3-15 Block 14 Sharpstown Section 3

B. Any buildings or structures on the Property and anything now or later attached or fixed to the buildings or the Property including additions, alterations and improvements located on, above or below the surface of the Property are covered by this Trust. However, no additions, alterations or improvements will be made by the Trustor without the Beneficiary's prior written consent. Any addition, alteration or improvement will be subject to all recorded easements, rights of way, conditions, encumbrances and limitations, and to all applicable building and use restrictions, zoning laws and ordinances, if any, affecting the Property.

IN CONSIDERATION OF the sum lent to the Trustor by the Beneficiary, in the amount of \$300,000.00 U.S. DOLLARS (the "Principal Amount") the receipt of which the Trustor does hereby acknowledges itself indebted, the parties to this Trust agree as follows:

U.C.C. Security Agreement

1. It is agreed that if any of the Property herein trusted is of a nature so that a security interest in the Property can be perfected under the Uniform Commercial Code, this instrument will constitute a Security Agreement and the Trustor agrees to join with the Beneficiary in the execution of any financing statements and to execute any and all other instruments that will be required for the perfection or renewal of such security interest under the Uniform Commercial Code.

Governing Law

2. This Trust will be governed by both the law of Texas and any applicable federal law ("Applicable Law"). All rights and obligations contained in this Trust are subject to any requirements and limitations of Applicable Law.

Initials: _____

SS

MATTERS RELATING TO PAYMENT

Promise to Pay

- 3. The Trustor, for value received, promises to pay to the Beneficiary, on demand, the Principal Amount, interest and all fees and costs on the terms set out in this Trust or in any amendment, extension or renewal of the Trust and any additional amounts secured by this Trust on the terms elsewhere provided for such debts and liabilities.

Interest

- 4. The Trustor agrees to pay the Principal Amount with interest before and after maturity and before and after default at the rate of 0 percent calculated per annum and compounding annually (the "Interest Rate"). The Interest Rate will be calculated from the date this Trust begins (the "Interest Adjustment Date") and accrues until the whole of the Principal Amount is paid. The Loan will be repaid on the following terms:

- a. the Principal and interest will be repaid in consecutive monthly installments of \$ 0 each on the 1st of each month;
- b. the Interest Adjustment Date for this Trust is June 23, 2022; and
- c. the balance, if any, of the Principal Amount and any interest thereon and any other moneys owing under this Trust will be due and payable on June 23, 2052 (the "Maturity Date").

Place of Payment

- 5. The Trustor will make monthly payments at 128 Honors Course Dr, Las Vegas, NV 89148, USA or at a location later specified by the Beneficiary.

Initials: SS

Funds for Escrow Items

6. The Trustor will pay to the Beneficiary, on the day periodic payments are due under this Trust, a sum (the "Funds") to provide for payment of (a) all taxes, assessments and other charges against the Property; (b) ground rents or other lease payments on the Property; and (c) premiums for any and all insurance required by the Beneficiary.

7. If there is a surplus of Funds held in escrow, the Beneficiary will provide the Trustor with the excess funds in accordance with the Real Estate Settlement Procedures Act (the "RESPA"). If there is a shortage of Funds held in escrow, the Beneficiary will notify the Trustor as required by the RESPA, and the Trustor will pay to the Beneficiary the amount necessary to make up the shortage in accordance with the RESPA.

8. The Trustor will notify the Beneficiary of all amounts to be paid under this section. At the Beneficiary's discretion, the Trustor will provide receipts of such payments to the Beneficiary. If the Trustor fails to make timely payments the Beneficiary can, at its discretion, make any payments for past due escrow items and the Trustor will be obligated to repay to the Beneficiary any such amount. The Beneficiary may waive the Trustor's obligation to pay for any or all escrow items to the Beneficiary through written notice. If such waiver occurs, the Trustor is responsible to pay the amounts due for any escrow items. The Beneficiary can at any time revoke the waiver of any or all escrow item payments by written notice to the Trustor, and upon such revocation, the Trustor will pay to the Beneficiary all Funds, and in such amounts, that are then required under this section.

9. The Beneficiary will collect and hold the Funds in accordance with the RESPA. The Beneficiary will reasonably estimate the amount of Funds due in accordance with Applicable Law.

10. If there is a surplus of Funds held in escrow, the Beneficiary will provide the Trustor with the excess funds in accordance with the RESPA. If there is a shortage of Funds held in escrow, the Beneficiary will notify the Trustor as required by the RESPA, and the

Initials: SS

Trustor will pay to the Beneficiary the amount necessary to make up the shortage in accordance with the RESPA.

Obligation to Pay without Set-off or Delay

11. The Trustor agrees to pay all amounts payable pursuant to this Trust and all additional amounts secured by this Trust without abatement, set-off or counterclaim. Should the Trustor make any claim against the Beneficiary either initially or by way of abatement, set-off or counterclaim, the Trustor agrees that any such claim will not diminish or delay his obligations to make the payments as provided in this Trust.

Application of Payments and Interest after Default

12. All monthly payments received by the Beneficiary will first be applied in payment of the interest calculated at the Interest Rate, and second in payment of the Principal Amount. However, if the Trustor is in default, then the Beneficiary will apply any payments received during this period as the Beneficiary chooses. If the Trustor is in default in payment of any amount including interest, interest will be payable on the interest and other arrears at the Interest Rate compounded monthly.

Prepayment Privileges

13. When not in default, the Trustor may prepay the full outstanding balance (including all principal and any accrued interest) at any time during the year without any penalty or charge.

Discharge

14. When the Trustor pays the Principal Amount, interest and all the other amounts secured by this Trust in full and notifies the Beneficiary in writing, the Beneficiary will execute a deed of reconveyance and record it to clear the title to the Property. The Trustor will give the Beneficiary a reasonable time after payment in which to prepare and issue the deed of reconveyance.

Initials: _____

SS

Covenants and Warranties

15. The Trustor warrants and agrees that:
- a. the Trustor has good title to the Property;
 - b. the Trustor has the authority to trust the Property;
 - c. on default, the Beneficiary will have quiet possession of the Property;
 - d. the Property is free from all encumbrances;
 - e. the Trustor will execute further assurance of the Property as will be required; and
 - f. the Trustor has not done any act to encumber the Property.
16. The Trustee warrants and agrees that:
- a. Trustee will preserve the title to the Property and the validity and priority of this Trust and will forever warrant and defend the same for the Beneficiary against the claims of all persons.

Additional Covenants of Leasehold Property

17. If the Trustor has a leasehold interest in the Property, the Trust will not apply to the last day of the term of the Lease or the term of any renewal or replacement of the Lease. The Trustor will hold the last day of each term in trust for the Beneficiary and transfer it on his direction to any person acquiring such term.
18. If the Trustor has a leasehold interest in the Property, the Trustor warrants and agrees that:
- a. the Trustor has good and marketable leasehold title to the Property;

Initials: SS

- b. the Trustor has a good, valid and subsisting lease (the "Lease") of the Property and has given to the Beneficiary and Trustee a full and complete copy of that Lease;
- c. all rents and other monies payable under the Lease have been paid and the Trustor are not otherwise in default under any obligation set out in the Lease;
- d. the Trustor does not require the consent of the landlord to trust his leasehold interest in the Property, or if required, have already obtained the consent of the landlord to this Trust;
- e. the Trustor will pay rent and perform and observe all other obligations under the Lease;
- f. the Trustor will not encumber or surrender the Lease or cause or allow it to be terminated or forfeited;
- g. the Trustor will not agree to any amendment of the Lease without first obtaining the Beneficiary's written consent; and;
- h. the Trustor will renew the Lease as necessary to protect the Beneficiary's interest and the Trust will extend to any such renewal.

Fixtures and Additions

- 19. The Trustor agrees that the Property includes all property of any kind that is now or at any time in the future attached or fixed to the land or buildings or placed on and used in connection with them, as well as all alterations, additions and improvements to the buildings.

Initials: SS

Payment of Taxes and Other Encumbrances

20. The Trustor will pay all taxes and other rates levied on the Property and all accounts for utilities supplied to the Property and all charges, trusts, liens and other encumbrances on the Property when they are due and comply with his other obligations under them. Upon the Beneficiary's request, the Trustor will immediately give receipts showing that the taxes and other accounts have been paid.

No Sale Without Consent

21. The Trustee will not sell, transfer, lease or otherwise dispose of all or any part of the Property or any interest in the Property, or if a corporation, permit a change in control, without the Trustor's and Beneficiary's prior written approval and if approved, without such approved purchaser, transferee or lessee entering an assumption agreement in a form satisfactory to the Beneficiary. Acceptance of any payments from a purchaser, transferee or lessee or after a change in control not approved in writing, will not constitute an approval or waiver by the Beneficiary.

Property Insurance

22. Trustor will insure in the Beneficiary's favor all buildings on the Property that are the subject of the Trust. The insurance will include protection against damage by fire and other perils including "extended peril coverage" and any other perils that the Beneficiary requests. The insurance must cover replacement costs of any buildings on the Property in US dollars. The Trustor will choose the insurance company subject to the Beneficiary's right to disapprove. The insurance policies will include a standard trust clause stating that any loss is payable to the Beneficiary. This Trust will be enough proof for any insurance company to pay any claims to the Beneficiary and to accept instructions from the Beneficiary regarding any insurance claims.
23. The Trustor will provide the following at the request of the Beneficiary:
- a. a copy of the insurance policy;

Initials: _____

SS

- b. receipts of all paid insurance premiums; and
 - c. renewal notices and evidence of renewal completion.
24. In the event of loss, the Trustor will provide prompt notice to the Beneficiary and the insurance carrier. The Trustor will provide the Beneficiary with proof of all claims at the Trustor's own expense and do all necessary acts to enable the Trustor to obtain all insurance proceeds from the claim. The insurance proceeds, in whole or in part, will be applied to the restoration and repair of the Property, if the restoration and repair is economically feasible. If the restoration and repair is not economically feasible, the insurance proceeds will be applied to the remainder of the Trust, whether or not the balance of the Trust is then due. Any remaining funds from the insurance claim will be paid to the Trustor.

Repair, Vacancy and Maintenance of the Property

25. The Trustor will maintain the Property in good order, condition and repair and will promptly make all necessary repairs, replacements, and improvements. The Trustor will not allow the Property to become or remain vacant without the written consent of the Beneficiary. The Trustor will not commit waste and will not remove, demolish or materially alter the Property or any part of it without prior written consent from the Beneficiary. The Beneficiary may, whenever necessary, enter upon and inspect the Property. If the Trustor, or anyone claiming under the Trustor, neglect to keep the Property in good condition and repair, or commit any act of waste on the Property, or do anything by which the value of the Property is diminished, as to all of which the Beneficiary will be sole judge, the Beneficiary may (but is not obliged to) enter the Property and effect such repairs or work as it considers necessary.

Environmental Hazards

26. The Trustor will not use, store, release, deposit, recycle, or permit the presence of hazardous substances on the Property, generally accepted items for residential use excepted, which includes but is not limited to asbestos, PCBs, radioactive materials,

Initials: SS

gasoline, kerosene, or other flammable petroleum products (the "Hazardous Substances"). The Trustor is also prohibited from performing any acts on the Property involving any Hazardous Substances that would materially affect the value of the Property or would require clean-up or remedial action under federal, state, or local laws and codes.

DEFAULT AND REMEDIES

Trustor Right to Quiet Possession

27. Until default by the Trustor under this Trust, the Trustor will have quiet possession and receive the rents and profits from the Property.

Events of Default

28. The Trustor will be in default under this Trust upon the happening of any of the following events:
- a. if the Trustor defaults in the payment of the Principal Amount, interest or any other amount secured by this Trust, when payment of such amount becomes due under the terms of this Trust or as elsewhere provided for any other amount secured by this Trust;
 - b. if the Trustor defaults in the observance or performance of any term or covenant which the Trustor has agreed to observe or perform under this Trust or elsewhere;
 - c. if any information or statement the Trustor has given or made before, at or after signing the Trust, in respect of the Property or the Trustor's affairs is incorrect or untrue at the time it was given or made;
 - d. if the Trustor ceases or threatens to cease to carry on in a sound businesslike manner, the business in which the Trustor ordinarily conducts on, or with respect to all or any part of, the Property;

Initials: _____

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- e. if the Property is a condominium unit or units, a vote authorizes termination of the condominium or the sale of all or substantially all of the condominium corporation's assets or its common elements or the condominium corporation fails to insure the unit and common elements;
- f. if a petition in bankruptcy is filed against the Trustor, if the Trustor makes a general assignment for the benefit of the creditors, if a receiver, interim receiver, monitor or similar person is placed or is threatened to be placed in control of or for the overview of the Trustor's affairs or Property, or in the opinion of the Beneficiary, the Trustor becomes insolvent;
- g. if a construction or similar lien is registered against the Property or if default occurs under any other lien, trust or other encumbrance existing against the Property;
- h. if the Trustor abandons or does not visibly and consistently occupy the Property;
or
- i. if the Property or a material part of the Property is expropriated.

Acceleration on Default

- 29. If at any time the Trustor should be in default under this Trust, then the Principal Amount, interest and all amounts secured by this Trust will, at the option of the Beneficiary, become due and payable immediately.
- 30. If at any time the Trustor is in default and the Beneficiary does not require the Trustor to pay immediately in full as described above, the Beneficiary will retain the right to seek full immediate payment if the Trustor is in default at a later time. Any forbearance on the part of the Beneficiary upon default, which includes but is not limited to acceptance of late payment, acceptance of payment from third parties, or acceptance of payments less than the amount then due, will not constitute as waiver to enforce acceleration on default.

Initials: SS

- 31. In the event that the Beneficiary elects to accelerate the Trust, the Beneficiary will provide notice to the Trustor in accordance with Applicable Law.

Additional Charges

- 32. The Trustor may be charged with fees in association with the default of this Trust or for the protection of the Beneficiary's interest for this Trust, which may include, but is not limited to attorneys' fees and property inspections (the "Additional Fees"). The absence of specific charges which may be levied against the Trustor in this Trust does not preclude the Beneficiary from charging such costs as Additional Fees. However, the Beneficiary will not charge any fees which are prohibited by Applicable Law and the Beneficiary will not charge any fees above and beyond the amount or percentage allowed under the Applicable Law. Any amount disbursed by the Beneficiary in relation to the protection of the Beneficiary's security will become Additional Fees payable by the Trustor. The Additional Fees will carry an interest rate of 8 percent per annum, compounding annually. The Additional Fees' total including interest will become due upon written request by the Beneficiary.

Protection of Beneficiary's Security

- 33. If at any time the Trustor should fail to uphold the covenants in this Trust, or if a legal proceeding commences which materially affects the Beneficiary's interest in the Property, the Beneficiary may pay or perform any reasonable action as necessary to protect the Beneficiary's interest, which includes, but is not limited to:
 - a. payment of insurance premiums, taxes, and levies accruing against the Property;
 - b. payment of sums due secured by a prior lien which has priority over this Trust;
 - c. payment of legal fees in relation to any legal proceedings or legal costs arising from the Property; and

Initials: SS

- d. payment of reasonable costs in repairing and maintaining the Property.
- 34. Any action referred to in this section is optional for the Beneficiary and the Beneficiary has no duty or obligation to carry out any of the remedies listed in this section and will not incur any liability in the failure to perform such tasks.
- 35. Any amount disbursed by the Beneficiary in relation to the protection of the Beneficiary's security will become Additional Fees payable by the Trustor.

Remedies on Default

- 36. The Beneficiary will have the right to pursue all remedies for the collection of the amounts owing on this Trust that are provided for by Applicable Law, whether or not such remedies are expressly granted in this Trust, including but without limitation foreclosure proceedings.
- 37. If the Beneficiary invokes the power of sale, the Beneficiary will cause the Trustee to execute a written notice of the event of default and the Beneficiary's election to sell the Property. The Beneficiary or the Trustee will mail copies of the notice as prescribed by Applicable Law to the Trustor and other persons as required by Applicable Law. The Trustee will give public notice of the sale to the Trustor in the manner provided for by Applicable Law. After the time required by Applicable Law, the Trustee, without demand on the Trustor, will sell the Property at public auction to the highest bidder, at the time and place and subject to the terms indicated in the notice of sale. The Trustee may postpone sale of the Property by public announcement at the time and place of any scheduled sale.

Initials: SS

MISCELLANEOUS MATTERS

Interpretation and Headings

38. Headings are inserted for the convenience of the parties to the Trust and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender mean and include the feminine gender and vice versa. Words importing persons include firms and corporations and vice versa.

Severability

39. If any provision of this Trust will be held invalid or be prohibited by the Applicable Law, such provision will not invalidate the remaining provisions of this Trust and such provision of the Trust will be amended or deleted as necessary to comply with the Applicable Law.
40. Nothing contained in this Trust will require the Trustor to pay or for the Beneficiary to accept interest in an amount greater than that allowed by Applicable Law. If the payment of interest or other amounts under this Trust would otherwise exceed the maximum amount allowed under Applicable Law or violate any law as to disclosure or calculation of interest charges, then the Trustor's obligations to pay interest or other charges will be reduced or amended to the maximum rate or amount permitted under Applicable Law.

Joint Signatures

41. If the Trustor is more than one person or legal entity, each person or legal entity who signs it will be jointly and severally bound to comply with all covenants and obligations of the Trustor and the said covenants and obligations will bind all of the Trustor's successors and permitted assigns. The Trust will enure to the benefit of the Beneficiary and the Beneficiary's successors and assigns.

Initials: _____

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Statutory Covenants

42. The covenants contained in this Trust are additional and supplemental, to the extent permitted by law, to the covenants set out in the Applicable Law regarding trusts.

Substitute Trustee

43. The Beneficiary may, at its option, from time to time appoint a new Trustee by an instrument executed and acknowledged by the Trustor and recorded in the office of the Recorder of the county in which the Property is located. The instrument will contain the name of the original Beneficiary, Trustee, and Trustor, the book and page where the Trust is recorded and the name and address of the successor trustee. The successor trustee will succeed to all the title, powers, and duties conferred upon the Trustee.

Demands and Notices

44. Any notice given by either party in this Trust must be in writing. Unless otherwise provided in this Trust or prohibited by law, where this Trust allows or requires the Beneficiary to make a demand on or give a notice to any person (including the Trustor), the Trustor will make the demand or give the notice by:
- a. delivering it to the person at the Property or person's last known address;
 - b. by mailing it by prepaid registered mail addressed to the person at the Property or the person's last known address;
 - c. by sending it by facsimile to the person's last known number; or
 - d. where the person is a corporation, by so delivering or sending it to the last known address or number of a director, officer, employee or attorney of the corporation.
45. Any party in this instrument whose address has changed are responsible for notifying the other respective parties of the change in address.

Initials: _____

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46. Any notice or demand delivered as described will constitute as sufficient delivery. Any notice, demand, mail and facsimile (the "Notice") made will constitute as being effective on the same day that it was sent, unless the day in which the Notice was sent falls on a national holiday, Saturday or Sunday, in which case, the next business day would be considered as the day of receipt.

IN WITNESS WHEREOF the Trustor, has duly affixed his or her signature under hand and seal on this 24th day of June, 2022



RE Group 1 LLC

(Trustor)

Sarah Sorrells

manager of RE Group 1 LLC

Initials: _____

SS

Trustor Acknowledgment

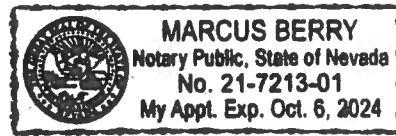
STATE OF NEVADA

COUNTY OF Clark

On this 24th day of June, 2022, RE Group 1 LLC personally appeared before me, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that they executed it. I declare under penalty of perjury that RE Group 1 LLC appears to be of sound mind and under no duress, fraud, or undue influence.

M.B.
Notary Public

My commission expires: Oct. 6, 2024



Initials: SS

COMPLAINT

EXHIBIT 4

PROMISSORY NOTE
(this "Note")

Borrower: R E Group LLC Series, Series 5 of 3235 S Rainbow Blvd Suite 100, Las Vegas, NV 89146 (the "Borrower")

Lender: Christy Cheng LLC of 3565 Pinnate Dr, Las Vegas, NV 89147 (the "Lender") **BC**

Principal Amount: \$400,000.00 USD

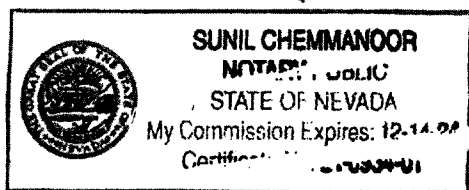
1. FOR VALUE RECEIVED, The Borrower promises to pay to the Lender at such address as may be provided in writing to the Borrower, the principal sum of \$400,000.00 USD, without interest payable on the unpaid principal, beginning on May 10, 2022.
2. This Note is repayable within 45 day(s) of the Lender providing the Borrower with written notice of demand.
3. At any time while not in default under this Note, the Borrower may pay the outstanding balance then owing under this Note to the Lender without further bonus or penalty.
4. The Borrower shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Lender incurred by enforcing this Note as a result of any default by the Borrower and such costs will be added to the principal then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand of the Lender.
5. This Note is secured by the following security (the "Security"): 3331 Athens St, Las Vegas, NV 89169.
6. The Borrower grants to the Lender a security interest in the Security until this Note is paid in full. The Lender will be listed as a lender on the title of the Security whether or not the Lender elects to perfect the security interest in the Security.

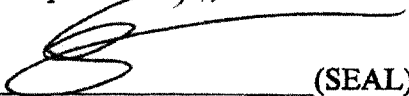
7. If the Borrower defaults in payment after demand for ten (10) days, the Security will be immediately provided to the Lender and the Lender is granted all rights of repossession as a secured party.
8. If any term, covenant, condition or provision of this Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
9. This Note will be construed in accordance with and governed by the laws of the State of Nevada.
10. This Note will enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrower and the Lender. The Borrower waives presentment for payment, notice of non-payment, protest and notice of protest.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal

SIGNED, SEALED, AND DELIVERED
 this 5th day of May,

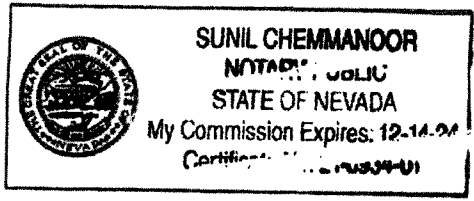
2022

R E Group LLC Series, Series 5
 Per:  (SEAL)
 Sarah Sorrells
 Manager of R E Group
 LLC Series, Series 5

SIGNED, SEALED, AND DELIVERED

this 5th day of May,
2022



BC

Christy Chen LLC

Per: Byun Chen (SEAL)

Manager of Christy Chen
LLC

COMPLAINT

EXHIBIT 5


Adv Plus Banking - 8844: Account Activity Transaction Details

Post date: 05/18/2022

Amount: -350,000.00

Type: Withdrawal

Description: WIRE TYPE:WIRE OUT DATE:220518
TIME:1545 ET TRN:XXXXXXXXXX429156
SERVICE REF:014566 BNF:CLOUD PROPERTY
DISOLVEMENT ID:XXXXX02543 BNF
BK:CITIZENS BUSINESS BANK ID:XXXXX4149
PMT DET:KWVDFR66D Other JGM-XXXXX-
2647712/3331 ath

Merchant name: CLOUD PROPERTY DISOLVEMENT 

**Merchant
information:**

**Transaction
category:** Cash, Checks & Misc: Other Expenses


Adv Plus Banking - 8844: Account Activity Transaction Details

Post date: 05/19/2022

Amount: -50,000.00

Type: Withdrawal

Description: WIRE TYPE:WIRE OUT DATE:220519
TIME:1720 ET TRN:XXXXXXXXXX482042
SERVICE REF:016598 BNF:CLOUD PROPERTY
DISOLVEMENT ID:XXXXX02543 BNF
BK:CITIZENS BUSINESS BANK ID:XXXXX4149
PMT DET:JZ4QKDQJ6 Other JGM-XXXXX-
2647712 / 3331 A

Merchant name: CLOUD PROPERTY DISOLVEMENT 

Merchant information:

Transaction category: Cash, Checks & Misc: Other Expenses

COMPLAINT

EXHIBIT 6

Deed of Trust

THIS DEED OF TRUST (the "Trust") dated this 6th day of May, 2022

BETWEEN:

R E Group Series LLC, Series 5 of 3235 S Rainbow Blvd Suite 100, Las Vegas, NV 89146,
USA
(the "Trustor")

OF THE FIRST PART

- AND -

Christy Chen LLC of 3565 Pinnate Dr, Las Vegas, NV 89147, USA
(the "Beneficiary")

OF THE SECOND PART

- AND -

First American Title Company of 4900 California Avenue, Community Tower B, 2nd Floor,
Bakersfield, CA 93309
(the "Trustee")

Initials: _____

SS

OF THE THIRD PART

Background

A. The Trustor, being registered as owner of the estate in the following described property (the "Property") located at 3331 Athens St, Las Vegas, NV 89169 in Clark, State of Nevada, United States with the following legal description:

Continental Park 1 Plat Book 7 Page 68 Lot 1 Block 3

B. Any buildings or structures on the Property and anything now or later attached or fixed to the buildings or the Property including additions, alterations and improvements located on, above or below the surface of the Property are covered by this Trust. However, no additions, alterations or improvements will be made by the Trustor without the Beneficiary's prior written consent. Any addition, alteration or improvement will be subject to all recorded easements, rights of way, conditions, encumbrances and limitations, and to all applicable building and use restrictions, zoning laws and ordinances, if any, affecting the Property.

IN CONSIDERATION OF the sum lent to the Trustor by the Beneficiary, in the amount of \$400,000.00 U.S. DOLLARS (the "Principal Amount") the receipt of which the Trustor does hereby acknowledges itself indebted, the parties to this Trust agree as follows:

U.C.C. Security Agreement

1. It is agreed that if any of the Property herein trusted is of a nature so that a security interest in the Property can be perfected under the Uniform Commercial Code, this instrument will constitute a Security Agreement and the Trustor agrees to join with the Beneficiary in the execution of any financing statements and to execute any and all other instruments that will be required for the perfection or renewal of such security interest under the Uniform Commercial Code.

Initials: _____

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Governing Law

2. This Trust will be governed by both the law of Nevada and any applicable federal law ("Applicable Law"). All rights and obligations contained in this Trust are subject to any requirements and limitations of Applicable Law.

MATTERS RELATING TO PAYMENT

Promise to Pay

3. The Trustor, for value received, promises to pay to the Beneficiary, on demand, the Principal Amount, interest and all fees and costs on the terms set out in this Trust or in any amendment, extension or renewal of the Trust and any additional amounts secured by this Trust on the terms elsewhere provided for such debts and liabilities.

Interest

4. The Trustor agrees to pay the Principal Amount with interest before and after maturity and before and after default at the rate of 0 percent calculated per annum and compounding annually (the "Interest Rate"). The Interest Rate will be calculated from the date this Trust begins (the "Interest Adjustment Date") and accrues until the whole of the Principal Amount is paid. The Loan will be repaid on the following terms:

- a. the Principal and interest will be repaid in consecutive monthly installments of \$ 0 each on the 1st of each month;
- b. the Interest Adjustment Date for this Trust is May 10, 2022; and
- c. the balance, if any, of the Principal Amount and any interest thereon and any other moneys owing under this Trust will be due and payable on May 10, 2052 (the "Maturity Date").

Initials: _____

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Place of Payment

5. The Trustor will make monthly payments at 3565 Pinnate Dr, Las Vegas, NV 89147, USA or at a location later specified by the Beneficiary.

Funds for Escrow Items

6. The Trustor will pay to the Beneficiary, on the day periodic payments are due under this Trust, a sum (the "Funds") to provide for payment of (a) all taxes, assessments and other charges against the Property; (b) ground rents or other lease payments on the Property; and (c) premiums for any and all insurance required by the Beneficiary.
7. If there is a surplus of Funds held in escrow, the Beneficiary will provide the Trustor with the excess funds in accordance with the Real Estate Settlement Procedures Act (the "RESPA"). If there is a shortage of Funds held in escrow, the Beneficiary will notify the Trustor as required by the RESPA, and the Trustor will pay to the Beneficiary the amount necessary to make up the shortage in accordance with the RESPA.
8. The Trustor will notify the Beneficiary of all amounts to be paid under this section. At the Beneficiary's discretion, the Trustor will provide receipts of such payments to the Beneficiary. If the Trustor fails to make timely payments the Beneficiary can, at its discretion, make any payments for past due escrow items and the Trustor will be obligated to repay to the Beneficiary any such amount. The Beneficiary may waive the Trustor's obligation to pay for any or all escrow items to the Beneficiary through written notice. If such waiver occurs, the Trustor is responsible to pay the amounts due for any escrow items. The Beneficiary can at any time revoke the waiver of any or all escrow item payments by written notice to the Trustor, and upon such revocation, the Trustor will pay to the Beneficiary all Funds, and in such amounts, that are then required under this section.
9. The Beneficiary will collect and hold the Funds in accordance with the RESPA. The Beneficiary will reasonably estimate the amount of Funds due in accordance with Applicable Law.

Initials: SS

10. If there is a surplus of Funds held in escrow, the Beneficiary will provide the Trustor with the excess funds in accordance with the RESPA. If there is a shortage of Funds held in escrow, the Beneficiary will notify the Trustor as required by the RESPA, and the Trustor will pay to the Beneficiary the amount necessary to make up the shortage in accordance with the RESPA.

Obligation to Pay without Set-off or Delay

11. The Trustor agrees to pay all amounts payable pursuant to this Trust and all additional amounts secured by this Trust without abatement, set-off or counterclaim. Should the Trustor make any claim against the Beneficiary either initially or by way of abatement, set-off or counterclaim, the Trustor agrees that any such claim will not diminish or delay his obligations to make the payments as provided in this Trust.

Application of Payments and Interest after Default

12. All monthly payments received by the Beneficiary will first be applied in payment of the interest calculated at the Interest Rate, and second in payment of the Principal Amount. However, if the Trustor is in default, then the Beneficiary will apply any payments received during this period as the Beneficiary chooses. If the Trustor is in default in payment of any amount including interest, interest will be payable on the interest and other arrears at the Interest Rate compounded monthly.

Prepayment Privileges

13. When not in default, the Trustor may prepay the full outstanding balance (including all principal and any accrued interest) at any time during the year without any penalty or charge.

Discharge

14. When the Trustor pays the Principal Amount, interest and all the other amounts secured by this Trust in full and notifies the Beneficiary in writing, the Beneficiary will execute a deed of reconveyance and record it to clear the title to the Property. The Trustor will give the Beneficiary a reasonable time after payment in which to prepare and issue the deed

Initials: _____

SS

of reconveyance.

Covenants and Warranties

15. The Trustor warrants and agrees that:

- a. the Trustor has good title to the Property;
- b. the Trustor has the authority to trust the Property;
- c. on default, the Beneficiary will have quiet possession of the Property;
- d. the Property is free from all encumbrances;
- e. the Trustor will execute further assurance of the Property as will be required; and
- f. the Trustor has not done any act to encumber the Property.

16. The Trustee warrants and agrees that:

- a. Trustee will preserve the title to the Property and the validity and priority of this Trust and will forever warrant and defend the same for the Beneficiary against the claims of all persons.

Additional Covenants of Leasehold Property

17. If the Trustor has a leasehold interest in the Property, the Trust will not apply to the last day of the term of the Lease or the term of any renewal or replacement of the Lease. The Trustor will hold the last day of each term in trust for the Beneficiary and transfer it on his direction to any person acquiring such term.

18. If the Trustor has a leasehold interest in the Property, the Trustor warrants and agrees that:

Initials: SS

- a. the Trustor has good and marketable leasehold title to the Property;
- b. the Trustor has a good, valid and subsisting lease (the "Lease") of the Property and has given to the Beneficiary and Trustee a full and complete copy of that Lease;
- c. all rents and other monies payable under the Lease have been paid and the Trustor are not otherwise in default under any obligation set out in the Lease;
- d. the Trustor does not require the consent of the landlord to trust his leasehold interest in the Property, or if required, have already obtained the consent of the landlord to this Trust;
- e. the Trustor will pay rent and perform and observe all other obligations under the Lease;
- f. the Trustor will not encumber or surrender the Lease or cause or allow it to be terminated or forfeited;
- g. the Trustor will not agree to any amendment of the Lease without first obtaining the Beneficiary's written consent; and;
- h. the Trustor will renew the Lease as necessary to protect the Beneficiary's interest and the Trust will extend to any such renewal.

Fixtures and Additions

19. The Trustor agrees that the Property includes all property of any kind that is now or at any time in the future attached or fixed to the land or buildings or placed on and used in connection with them, as well as all alterations, additions and improvements to the buildings.

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Payment of Taxes and Other Encumbrances

20. The Trustor will pay all taxes and other rates levied on the Property and all accounts for utilities supplied to the Property and all charges, trusts, liens and other encumbrances on the Property when they are due and comply with his other obligations under them. Upon the Beneficiary's request, the Trustor will immediately give receipts showing that the taxes and other accounts have been paid.

No Sale Without Consent

21. The Trustee will not sell, transfer, lease or otherwise dispose of all or any part of the Property or any interest in the Property, or if a corporation, permit a change in control, without the Trustor's and Beneficiary's prior written approval and if approved, without such approved purchaser, transferee or lessee entering an assumption agreement in a form satisfactory to the Beneficiary. Acceptance of any payments from a purchaser, transferee or lessee or after a change in control not approved in writing, will not constitute an approval or waiver by the Beneficiary.

Property Insurance

22. Trustor will insure in the Beneficiary's favor all buildings on the Property that are the subject of the Trust. The insurance will include protection against damage by fire and other perils including "extended peril coverage" and any other perils that the Beneficiary requests. The insurance must cover replacement costs of any buildings on the Property in US dollars. The Trustor will choose the insurance company subject to the Beneficiary's right to disapprove. The insurance policies will include a standard trust clause stating that any loss is payable to the Beneficiary. This Trust will be enough proof for any insurance company to pay any claims to the Beneficiary and to accept instructions from the Beneficiary regarding any insurance claims.
23. The Trustor will provide the following at the request of the Beneficiary:
- a. a copy of the insurance policy;

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- b. receipts of all paid insurance premiums; and
 - c. renewal notices and evidence of renewal completion.
24. In the event of loss, the Trustor will provide prompt notice to the Beneficiary and the insurance carrier. The Trustor will provide the Beneficiary with proof of all claims at the Trustor's own expense and do all necessary acts to enable the Trustor to obtain all insurance proceeds from the claim. The insurance proceeds, in whole or in part, will be applied to the restoration and repair of the Property, if the restoration and repair is economically feasible. If the restoration and repair is not economically feasible, the insurance proceeds will be applied to the remainder of the Trust, whether or not the balance of the Trust is then due. Any remaining funds from the insurance claim will be paid to the Trustor.

Repair, Vacancy and Maintenance of the Property

25. The Trustor will maintain the Property in good order, condition and repair and will promptly make all necessary repairs, replacements, and improvements. The Trustor will not allow the Property to become or remain vacant without the written consent of the Beneficiary. The Trustor will not commit waste and will not remove, demolish or materially alter the Property or any part of it without prior written consent from the Beneficiary. The Beneficiary may, whenever necessary, enter upon and inspect the Property. If the Trustor, or anyone claiming under the Trustor, neglect to keep the Property in good condition and repair, or commit any act of waste on the Property, or do anything by which the value of the Property is diminished, as to all of which the Beneficiary will be sole judge, the Beneficiary may (but is not obliged to) enter the Property and effect such repairs or work as it considers necessary.

Environmental Hazards

26. The Trustor will not use, store, release, deposit, recycle, or permit the presence of hazardous substances on the Property, generally accepted items for residential use excepted, which includes but is not limited to asbestos, PCBs, radioactive materials,

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gasoline, kerosene, or other flammable petroleum products (the "Hazardous Substances"). The Trustor is also prohibited from performing any acts on the Property involving any Hazardous Substances that would materially affect the value of the Property or would require clean-up or remedial action under federal, state, or local laws and codes.

DEFAULT AND REMEDIES

Trustor Right to Quiet Possession

27. Until default by the Trustor under this Trust, the Trustor will have quiet possession and receive the rents and profits from the Property.

Events of Default

28. The Trustor will be in default under this Trust upon the happening of any of the following events:
- a. if the Trustor defaults in the payment of the Principal Amount, interest or any other amount secured by this Trust, when payment of such amount becomes due under the terms of this Trust or as elsewhere provided for any other amount secured by this Trust;
 - b. if the Trustor defaults in the observance or performance of any term or covenant which the Trustor has agreed to observe or perform under this Trust or elsewhere;
 - c. if any information or statement the Trustor has given or made before, at or after signing the Trust, in respect of the Property or the Trustor's affairs is incorrect or untrue at the time it was given or made;
 - d. if the Trustor ceases or threatens to cease to carry on in a sound businesslike manner, the business in which the Trustor ordinarily conducts on, or with respect to all or any part of, the Property;

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- e. if the Property is a condominium unit or units, a vote authorizes termination of the condominium or the sale of all or substantially all of the condominium corporation's assets or its common elements or the condominium corporation fails to insure the unit and common elements;
- f. if a petition in bankruptcy is filed against the Trustor, if the Trustor makes a general assignment for the benefit of the creditors, if a receiver, interim receiver, monitor or similar person is placed or is threatened to be placed in control of or for the overview of the Trustor's affairs or Property, or in the opinion of the Beneficiary, the Trustor becomes insolvent;
- g. if a construction or similar lien is registered against the Property or if default occurs under any other lien, trust or other encumbrance existing against the Property;
- h. if the Trustor abandons or does not visibly and consistently occupy the Property;
or
- i. if the Property or a material part of the Property is expropriated.

Acceleration on Default

- 29. If at any time the Trustor should be in default under this Trust, then the Principal Amount, interest and all amounts secured by this Trust will, at the option of the Beneficiary, become due and payable immediately.
- 30. If at any time the Trustor is in default and the Beneficiary does not require the Trustor to pay immediately in full as described above, the Beneficiary will retain the right to seek full immediate payment if the Trustor is in default at a later time. Any forbearance on the part of the Beneficiary upon default, which includes but is not limited to acceptance of late payment, acceptance of payment from third parties, or acceptance of payments less than the amount then due, will not constitute as waiver to enforce acceleration on default.

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31. In the event that the Beneficiary elects to accelerate the Trust, the Beneficiary will provide notice to the Trustor in accordance with Applicable Law.

Additional Charges

32. The Trustor may be charged with fees in association with the default of this Trust or for the protection of the Beneficiary's interest for this Trust, which may include, but is not limited to attorneys' fees and property inspections (the "Additional Fees"). The absence of specific charges which may be levied against the Trustor in this Trust does not preclude the Beneficiary from charging such costs as Additional Fees. However, the Beneficiary will not charge any fees which are prohibited by Applicable Law and the Beneficiary will not charge any fees above and beyond the amount or percentage allowed under the Applicable Law. Any amount disbursed by the Beneficiary in relation to the protection of the Beneficiary's security will become Additional Fees payable by the Trustor. The Additional Fees will carry an interest rate of 0 percent per annum, compounding annually. The Additional Fees' total including interest will become due upon written request by the Beneficiary.

Protection of Beneficiary's Security

33. If at any time the Trustor should fail to uphold the covenants in this Trust, or if a legal proceeding commences which materially affects the Beneficiary's interest in the Property, the Beneficiary may pay or perform any reasonable action as necessary to protect the Beneficiary's interest, which includes, but is not limited to:
- a. payment of insurance premiums, taxes, and levies accruing against the Property;
 - b. payment of sums due secured by a prior lien which has priority over this Trust;
 - c. payment of legal fees in relation to any legal proceedings or legal costs arising from the Property; and

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- d. payment of reasonable costs in repairing and maintaining the Property.
34. Any action referred to in this section is optional for the Beneficiary and the Beneficiary has no duty or obligation to carry out any of the remedies listed in this section and will not incur any liability in the failure to perform such tasks.
35. Any amount disbursed by the Beneficiary in relation to the protection of the Beneficiary's security will become Additional Fees payable by the Trustor.

Remedies on Default

36. The Beneficiary will have the right to pursue all remedies for the collection of the amounts owing on this Trust that are provided for by Applicable Law, whether or not such remedies are expressly granted in this Trust, including but without limitation foreclosure proceedings.
37. If the Beneficiary invokes the power of sale, the Beneficiary will cause the Trustee to execute a written notice of the event of default and the Beneficiary's election to sell the Property. The Beneficiary or the Trustee will mail copies of the notice as prescribed by Applicable Law to the Trustor and other persons as required by Applicable Law. The Trustee will give public notice of the sale to the Trustor in the manner provided for by Applicable Law. After the time required by Applicable Law, the Trustee, without demand on the Trustor, will sell the Property at public auction to the highest bidder, at the time and place and subject to the terms indicated in the notice of sale. The Trustee may postpone sale of the Property by public announcement at the time and place of any scheduled sale.

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MISCELLANEOUS MATTERS

Interpretation and Headings

38. Headings are inserted for the convenience of the parties to the Trust and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender mean and include the feminine gender and vice versa. Words importing persons include firms and corporations and vice versa.

Severability

39. If any provision of this Trust will be held invalid or be prohibited by the Applicable Law, such provision will not invalidate the remaining provisions of this Trust and such provision of the Trust will be amended or deleted as necessary to comply with the Applicable Law.
40. Nothing contained in this Trust will require the Trustor to pay or for the Beneficiary to accept interest in an amount greater than that allowed by Applicable Law. If the payment of interest or other amounts under this Trust would otherwise exceed the maximum amount allowed under Applicable Law or violate any law as to disclosure or calculation of interest charges, then the Trustor's obligations to pay interest or other charges will be reduced or amended to the maximum rate or amount permitted under Applicable Law.

Joint Signatures

41. If the Trustor is more than one person or legal entity, each person or legal entity who signs it will be jointly and severally bound to comply with all covenants and obligations of the Trustor and the said covenants and obligations will bind all of the Trustor's successors and permitted assigns. The Trust will enure to the benefit of the Beneficiary and the Beneficiary's successors and assigns.

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Statutory Covenants

42. The covenants contained in this Trust are additional and supplemental, to the extent permitted by law, to the covenants set out in the Applicable Law regarding trusts.

Substitute Trustee

43. The Beneficiary may, at its option, from time to time appoint a new Trustee by an instrument executed and acknowledged by the Trustor and recorded in the office of the Recorder of the county in which the Property is located. The instrument will contain the name of the original Beneficiary, Trustee, and Trustor, the book and page where the Trust is recorded and the name and address of the successor trustee. The successor trustee will succeed to all the title, powers, and duties conferred upon the Trustee.

Demands and Notices


44. Any notice given by either party in this Trust must be in writing. Unless otherwise provided in this Trust or prohibited by law, where this Trust allows or requires the Beneficiary to make a demand on or give a notice to any person (including the Trustor), the Trustor will make the demand or give the notice by:
- a. delivering it to the person at the Property or person's last known address;
 - b. by mailing it by prepaid registered mail addressed to the person at the Property or the person's last known address;
 - c. by sending it by facsimile to the person's last known number; or
 - d. where the person is a corporation, by so delivering or sending it to the last known address or number of a director, officer, employee or attorney of the corporation.
45. Any party in this instrument whose address has changed are responsible for notifying the other respective parties of the change in address.

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46. Any notice or demand delivered as described will constitute as sufficient delivery. Any notice, demand, mail and facsimile (the "Notice") made will constitute as being effective on the same day that it was sent, unless the day in which the Notice was sent falls on a national holiday, Saturday or Sunday, in which case, the next business day would be considered as the day of receipt.

IN WITNESS WHEREOF the Trustor, has duly affixed his or her signature under hand and seal on this 6th day of May, 2022


R E Group Series LLC, Series 5
(Trustor)

Sarah Sorrells
Manager of R E Group Series LLC, Series 5

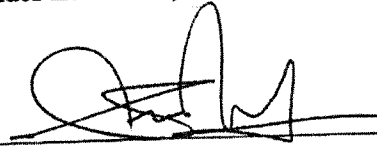
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Trustor Acknowledgment

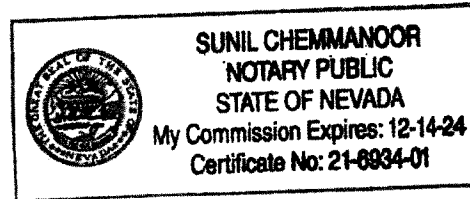
STATE OF NEVADA

COUNTY OF CLARK

On this 6th day of May, 2022, R E Group Series LLC, Series 5 personally appeared before me, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that they executed it. I declare under penalty of perjury that R E Group Series LLC, Series 5 appears to be of sound mind and under no duress, fraud, or undue influence.



Notary Public



My commission expires: 12/14/24

Initials: SS

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