

IN THE SUPREME COURT OF THE STATE OF NEVADA

CITY OF LAS VEGAS, A POLITICAL
SUBDIVISION OF THE STATE OF
NEVADA,

Appellant,

vs.

180 LAND CO., LLC, A NEVADA LIMITED-
LIABILITY COMPANY; AND FORE STARS,
LTD., A NEVADA LIMITED-LIABILITY
COMPANY,

Respondents.

180 LAND CO., LLC, A NEVADA LIMITED-
LIABILITY COMPANY; AND FORE STARS,
LTD., A NEVADA LIMITED-LIABILITY
COMPANY,

Appellants/Cross-Respondents,

vs.

CITY OF LAS VEGAS, A POLITICAL
SUBDIVISION OF THE STATE OF
NEVADA,

Respondent/Cross-Appellant.

No. 84345

Electronically Filed
Sep 30 2022 11:46 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

No. 84640

**AMENDED
JOINT APPENDIX
VOLUME 128, PART 17**

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960924.00092

RECORDER'S MEMO
POSSIBLE POOR RECORD DUE TO
QUALITY OF ORIGINAL DOCUMENT

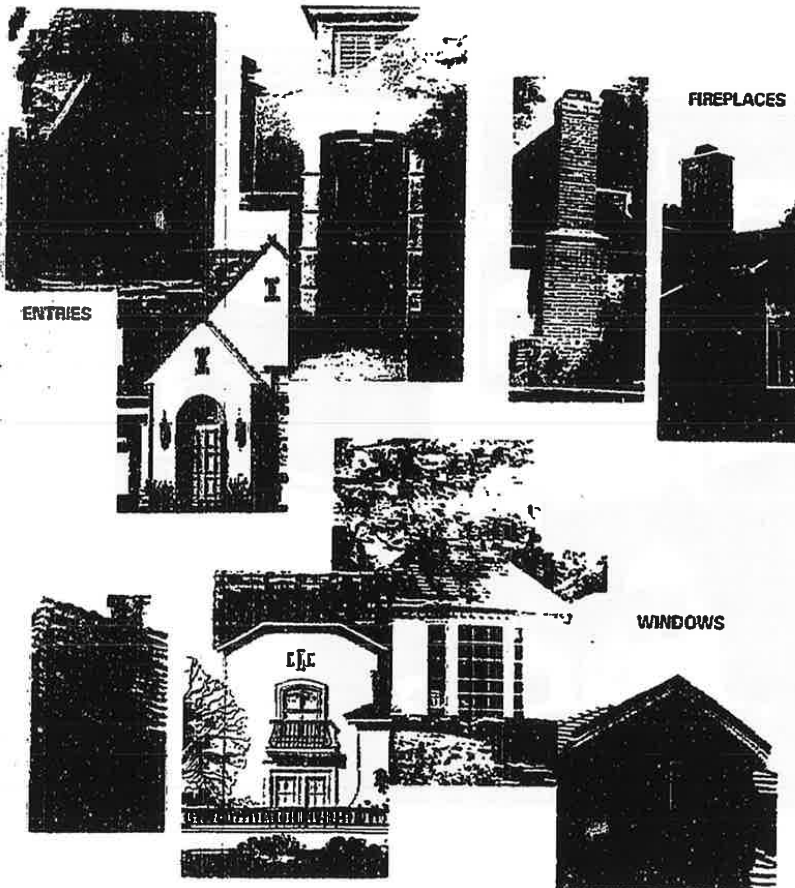


EXHIBIT 27

ROR023743

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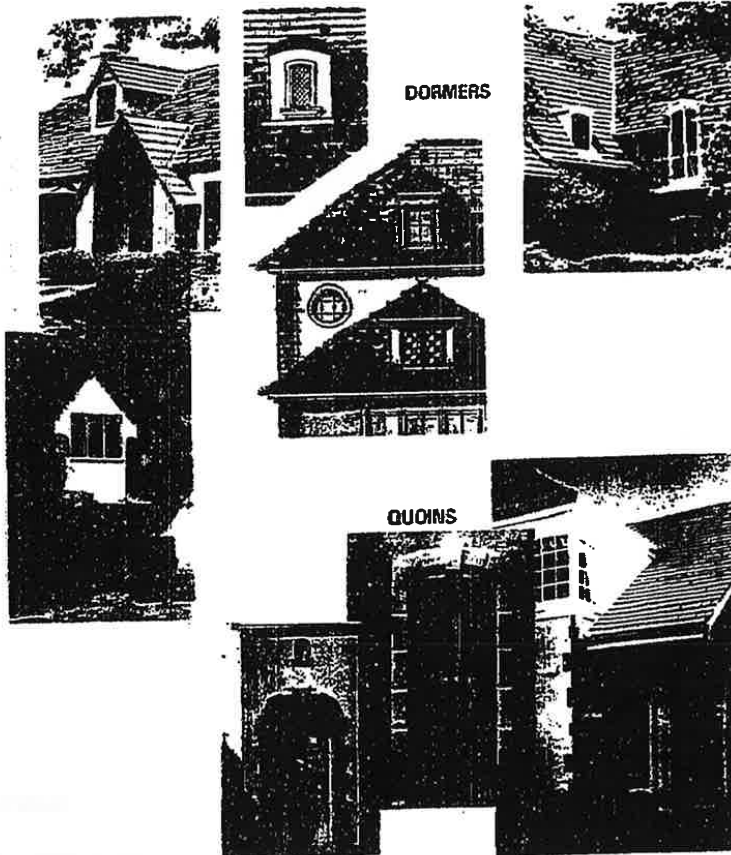
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RECORDER'S MEMO
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QUALITY OF ORIGINAL DOCUMENT



CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
NEVADA TITLE COMPANY
09-24-96 08:01 TNL 62
BOOK: 960924 INST. 00092
FEE: 68.00 RPRT .00

EXHIBIT 29

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25154

CLARIFICATION

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
RECORDER CLARK COUNTY
12-12-96 16:31 AHH 68
OFFICIAL RECORDS
BOOK: 961212 INST: 01652
FEE: .00 RPT: .10

ROR023746

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June 13, 2017

DIR – 70539

180 LAND CO, LLC, ET AL DEVELOPMENT AGREEMENT

Re: Supplemental Declaration for the Adoption of Section C of the Queensridge Master Planned Community Standards, recorded in Book 970117, Document No. 1434, Official records, Clark County, Nevada

Covers: Custom Lots

See Pages C-1, C-2, C-4, and C-38, and Exhibits C-1, C-6 and C-22 regarding the interaction of the golf course and the custom lots in connection with the design of homes.

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ROR023747

25156

When Recorded Mail To:

NEVADA TITLE CO.
9500 Hillman #10
Las Vegas NV 89134

**SUPPLEMENTAL DECLARATION
FOR THE ADOPTION OF SECTION C OF THE
QUEENSRIDGE MASTER PLANNED COMMUNITY STANDARDS**

This Supplemental Declaration for the Adoption of Section C of the Queensridge Master Planned Community Standards (this "Supplemental Declaration") is made as of the 30th day of December, 1996, by Nevada Legacy 14, LLC, a Nevada limited liability company, ("Declarant") with reference to the following facts and is as follows:

RECITALS:

A. Declarant is the Declarant under the Master Declaration of Covenants, Conditions, Restrictions and Easements for Queensridge ("Master Declaration") recorded on May 30, 1996, in the office of the County Recorder of Clark County, Nevada, in Book 960530 of official records as instrument no. 00241, re-recorded on August 30, 1996, in Book 960830, of said official records, as instrument no. 01630, and re-recorded on September 12, 1996, in Book 960912, of said official records, as instrument no. 01520.

B. Pursuant to Section 4.2.1 of the Master Declaration, Declarant hereby adopts Section C of the Master Planned Community Standards (Custom Lot Design Guidelines) as a supplement to Exhibit "D" to the Master Declaration.

NOW THEREFORE, Declarant hereby supplements the Master Declaration as follows:

1.

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DECLARATION:

1. Declarant hereby adopts Section C of the Master Planned Community Standards (Custom Lot Design Guidelines) which consists of 52 pages and Exhibits C-1 through C-27, inclusive, and is attached hereto ("Custom Lot Design Guidelines"). The Custom Lot Design Guidelines shall apply to the following described Residential Products:

(a) Custom Lots.

2. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Master Declaration.

IN WITNESS WHEREOF, Declarant has executed this Supplemental Declaration as of the date first above written.

"DECLARANT"

NEVADA LEGACY 14, LLC, a Nevada limited liability company

By: PECCOLE NEVADA CORPORATION,
a Nevada corporation, its manager

By: 

Its: CEO

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2.

970117.1434

STATE OF NEVADA)

COUNTY OF)

This instrument was acknowledged before me on December 17, 1996, by Walter Miller, as CEO of Peccole Nevada Corporation, a Nevada corporation, the manager of Nevada Legacy 14, LLC, a Nevada limited liability company.


Signature of Notary

My Commission Expires: 6/5/2000



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3.

Queensridge
Master Planned Community
Standards - Section C
(Custom Lot Design Guidelines)

SECTION 1

INTRODUCTION

1.1 INTRODUCTION

1.1.1 PLANNING AND DESIGN CONCEPTS

Introduction

Nevada Legacy 14, LLC, is the master developer of Queensridge ("Master Developer"). The Master Developer's vision for Queensridge is to create a truly unique and distinctive community on this final piece of the Peccole family's land. In order to assist Custom Lot Homeowners in achieving the goals and objectives of the development, this Section C of the Master Planned Community Standards (herein sometimes referred to as "Custom Lot Design Guidelines") which articulates the Master Developer's vision of the overall community image, architecture, landscape and signage applies to all of the Custom Lots within Queensridge. Please refer to Exhibit C-1 for the location of the Custom Lot neighborhoods in Queensridge.

Community Image

The overall community image envisioned for Queensridge is characterized as "European". This image will be created through the comprehensive and careful integration of architecture, landscape and signage elements throughout the entire project. As a result of this fresh approach to the luxury community design theme, Queensridge promises to possess a distinctive character which is unlike any other community in the Las Vegas market.

Among the neighborhoods within Queensridge, the custom home enclaves are set within the spectacular environment of the Badlands golf course, and provide distinct choices for every lifestyle. The custom home neighborhoods include:

- An enclave of 1/2 to 1 acre lots completely surrounded by the golf course, providing an impressive amenity for each homesite. This custom home neighborhood is accessed from Charleston Blvd. via a guard gated entry at Palace Court.
- An exclusive enclave offering custom homesites of 1 1/2 + acres. This enclave is completely surrounded by the golf course creating a distinct exclusivity to the neighborhood. It is accessed from Charleston Blvd. via a guard gated entry at Palace Court.

QUEENSRIDGE

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SECTION 1

INTRODUCTION

Architecture

Because of its broad range, the European character of Queensridge will enable the creation of a compatible yet diverse look throughout the neighborhoods. This style draws its inspiration from the built environment throughout Europe including French Country, Normandy, English, and Italian.

Landscape

The landscape treatment of streets, open space and individual yards is a key element of the overall European community image. This image will be enhanced through a "garden" style approach to the landscape program. The plant palette will consist of a variety of deciduous and evergreen plant materials for variety in color, texture, and the broad opportunity for design theming. Hardscape elements will feature the use of stone, brick and other textured materials for a traditional look.

Signage

The signage program will enhance the European image through the choice of traditional materials and craftsmanship. Entry signage will be of a low profile and convey a solid, high quality image, accentuated by the use of animal plant material for color accents.

Golf Course

The Badlands 18-hole championship golf course (with a planned addition of 9 holes) which is a daily fee course, designed by Johnny Miller, meanders through the arroyos and neighborhoods of the village. Significant view corridors are provided at key locations throughout Queensridge to enhance the open character of the community.

Parks

Complementing the golf course orientation of Queensridge, the first phase of development features a ± 3 acre neighborhood recreation area which is planned to include a $\pm 3,500$ square foot recreational facility, swimming pool and spa, and tennis courts. In addition, a series of small parks enhance the neighborhood environment including a "view" park providing passive open space overlooking the golf course, a children's park, and a pet's park. Many of the individual lots within the custom home neighborhood are also sized to accommodate a tennis court, subject to approval by the Queensridge Design Review Committee ("DRC").

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SECTION 1

INTRODUCTION

1.1.2 DESIGN CRITERIA ROLE

Purpose and Applicability

The purpose of the Custom Lot Design Guidelines is to establish the concepts and provide the direction for the expression of the built environment within the custom home neighborhoods of Queensridge. They are intended to provide an overall framework for future development, achieving a sense of neighborhood identity, land use character, scale and sensitivity in the development of the neighborhoods.

Equally important, an extraordinary expenditure of time, resources, and capital has been used for the development of infrastructure, landscaping and other site improvements which are integral to the creation of a strong sense of identity for each of the custom home neighborhoods. The Custom Lot Design Guidelines provide the vehicle to protect and maintain the long term quality and value invested in the community. Accordingly, the Custom Lot Design Guidelines apply to construction on all lots within the Custom Lot neighborhoods of Queensridge.

The sketches and graphic representations contained herein are for conceptual purposes only and are to be used as general visual aids in understanding the basic intent of the guidelines. They are not meant to depict any actual lot or building design. In an effort to encourage creativity and innovation, the guidelines express "intent" rather than "absolute", thereby allowing a certain flexibility in fulfilling the intended design goals and objectives.

Supporting Documents

The Custom Lot Design Guidelines supplement the following documents which must also be consulted during the design and development of individual homesites:

- Las Vegas Building Codes
- Parcel Packages
- Master Declaration of Covenants, Conditions, Restrictions and Easements for Queensridge ("Master Declaration")
- Master Planned Community Standards (Exhibit "D" to the Master Declaration)
- Other Applicable Declarations affecting the Custom Lots

The Custom Lot Design Guidelines are subject to interpretation by the DRC. The DRC may amend or augment the Custom Lot Design Guidelines to meet specific site or functional requirements of Custom Lots within Queensridge, consistent with the basic objectives of the DRC.

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Lot Design Guidelines

C-3

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SECTION 1

INTRODUCTION

Notwithstanding this, the Master Declaration contains legal restrictions regulating the construction and maintenance of improvements within the Custom Lot neighborhoods.

Responsibility of Review

Neither the Board of Directors of Queensridge Owners Association (the "Association"), the Master Developer nor the DRC assume responsibility for plan review of local codes or ordinances. The DRC's purpose in plan review is to ensure that each construction project meets the intent of the Custom Lot Design Guidelines and Applicable Declarations. All construction activities (defined in the Master Declaration) on the Custom Lots require review by the DRC and the City of Las Vegas. The City will require a review approval letter from the DRC prior to reviewing any documents, or issuing any permits for work performed on the Custom Lots within Queensridge.

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SECTION 2

SITE PLANNING DESIGN CRITERIA

2.1 INTRODUCTION

The planning of the various neighborhoods throughout Queensridge seeks to create small neighborhood enclaves providing a strong sense of identity for each residential area. Significant amounts of open space are integrated into the master plan to define neighborhood edges, while view "windows" are provided at key locations to further accentuate the open character of the community. The small neighborhood identity is further enhanced by the use of short curvilinear streets and cul-de-sacs to minimize the effect of traffic upon neighborhood streets.

The following site planning criteria are established to ensure a consistency in the level of quality and image established for the Custom Lot neighborhoods within Queensridge. It includes those identifiable and unifying elements that promote consistency within the neighborhood streetscape, while encouraging variety and innovation through custom home building.

2.1.1 LOT IMPROVEMENT ZONES

Each custom lot consists of a series of zones in which certain improvements are permitted within each zone. Please refer to Exhibit C-2 which shows the typical location of the Lot Improvement Zones. These improvement zones, as further described below, include:

- Street Landscape Area
- Natural Zone
- Transition Zone
- Building Envelope

Street Landscape Area

The Street Landscape Area consisting of a landscaped parkway and a sidewalk installed by the Master Developer. The landscape, installed by the Master Developer, is planned to include street trees and shrub plantings as further described in Section 4.2.8. Each lot owner is responsible for the maintenance of the Street Landscape Area, as well as the replacement or repair of any damage to the sidewalk or curb caused as a result of site development of the lot. Please refer to Section 4 for additional information.

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SECTION 2**SITE PLANNING DESIGN CRITERIA****Natural Zone**

The Natural Zone is located at the rear of the custom lots, and has been established in order to maintain the character of the adjacent golf course. Grading and improvements within the Natural Zone should be minimized, and any landscaping should reflect the character of the adjacent environment. Appropriate improvements are limited to pathways, gazebos, small patios, spas, small turf areas, etc. This will result in a pleasing visual landscape between the residential dwellings and the golf course. Improvements within the Natural Zone are subject to approval by the DRC.

The physical characteristics of each lot determine the exact location of the Natural Zone, therefore, its size varies from lot to lot. Not all custom lots contain a Natural Zone. Please refer to Sections 2.3.2 and 4.2.7 for further information. In addition, refer to the Engineer's Base Map for exact Natural Zone locations.

Transition Zone/Rear Yard

The Transition Zone is the area between the Natural Zone and the Building Envelope on each lot. Within the Transition Zone, homeowners may locate site improvements such as patios, pools and decks, enhanced landscaping, accessory structures, etc., providing a pleasant transition between the residential dwellings and the Natural Zone.

The width of the Transition Zone varies on each custom lot. Please refer to Sections 2.3.2 and 4.2.7 for further information. In addition, refer to the Engineer's Base Map for exact Transition Zone locations.

Building Envelope

The Building Envelope is the remaining portion of the Lot, exclusive of any setbacks, easements or other encumbrances. Construction of residential structures may be located within the Building Envelope only. Please refer to Table B for general setback criteria and exceptions. In addition, refer to the Engineer's Base Map for exact Building Envelope locations.

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SECTION 2

SITE PLANNING DESIGN CRITERIA

2.2 DRIVEWAYS**2.2.1 DRIVEWAY CLEARANCE**

Driveways and parking areas within the front yard setback, must be a minimum of 4' from the side property lines. No setback is required for driveways and parking areas beyond the front building setback, if sufficient parking and maneuvering area is provided.

2.2.2 DRIVEWAY ENTRANCES

A continuous roll curb will be constructed by the Master Developer along the front of each lot. It is the lot owners' responsibility to construct all necessary curb and sidewalk cuts, and to construct a concrete driveway apron from the back of curb to the back of sidewalk. Corner lot driveways must enter at least 15' from the curb return of the street intersection. It shall be the lot owners' responsibility to repair any damage to the existing roll curb or sidewalk caused by site development of the lot.

Single entry driveways cannot exceed 18' in width within the street landscape area. Dual entry driveways (circular drives) cannot exceed 12' in width per entrance within the street landscape area. A 36' minimum separation, as measured from center line to center line, is required on all dual entry driveways. Driveway widths behind the sidewalk must begin at the same width as the driveway in front of the sidewalk, and then increase to a wider dimension, if necessary. Please refer to Exhibit C-3.

Street trees are provided by the Master Developer within the street landscape area. It is the lot owner's responsibility to situate driveways between existing street tree locations. A minimum 3½' separation is required from the edge of the driveway to any tree within the street landscape area. A preferred driveway location plan is available from the Master Developer upon request. No existing tree from the street landscape area may be moved or relocated to accommodate a driveway. The lot owner shall physically verify existing street tree locations and note on the plan that this has been done.

QUESTIONS

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SECTION 2

SITE PLANNING DESIGN CRITERIA

2.3 DEVELOPMENT STANDARDS

The development standards for Custom Lot homesites are shown in the following tables. Table A describes the Lot Improvement Zones for each custom lot, and Table B provides further development standards including additional setback criteria and exceptions, which apply to all custom lots.

2.3.1 COMBINED LOTS

Two or more adjacent lots may be combined to create a larger lot area, subject to the provisions of the Declaration. However, if a larger lot is desired by a prospective buyer, it is encouraged for the buyer to purchase a lot in the next higher category of lot sizes.

In the event lots are combined, the development standards for the next higher category shall apply, and the architectural scale of the residence and site planning must be compatible with the adjacent lots. The combining of lots, along with architectural and site design are subject to approval by the DRC.

2.3.2 TABLE A: LOT IMPROVEMENT ZONES / SETBACK MATRIX

LOT NO.	FRONT SETBACK* (Minimum)	SIDE SETBACK* (Minimum)	NATURAL ZONE (Minimum)	TRANSITION ZONE/REAR SETBACK* (Minimum)	BLDG Envelope (Approx.)
+ 1 1/2 AC. CUSTOM LOTS (225' x 300' Typ.)					
Lot 1	75'	40' Corner 60' Aggregate	-	75'	± 235' x 130' (± 30,550 S.F.)
Lot 2	75'	60' Aggregate 20' Minimum	-	75'	± 160' x 150' (± 24,000 S.F.)
Lot 3	75'	60' Aggregate 20' Minimum	-	75'	± 160' x 155' (± 24,800 S.F.)
Lot 4	75'	60' Aggregate 20' Minimum	-	75'	± 160' x 150' (± 24,000 S.F.)

QUEENSBIDGE

Lot Design Guidelines
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C-B

SECTION 2

SITE PLANNING DESIGN CRITERIA

LOT NO.	FRONT SETBACK* (Minimum)	SIDE SETBACK* (Minimum)	NATURAL ZONE (Minimum)	TRANSITION ZONE REAR SETBACK* (Minimum)	BLDG Envelope (Approx.)
Lot 5	75'	60' Aggregate 20' Minimum	-	75'	± 160' x 120' (± 19,200 S.F.)
Lot 6	35'	60' Aggregate 20' Minimum	-	40'	± 230' x 90' (± 20,700 S.F.)
Lot 7	35'	60' Aggregate 20' Minimum	30' - 80' See Engineer's Base Map	35' - 60' See Engineer's Base Map	± 120' x 110' (± 13,200 S.F.)
Lot 8	75'	60' Aggregate 20' Minimum	0' - 30' See Engineer's Base Map	35'	± 180' x 120' (± 21,600 S.F.)
Lot 9	75'	60' Aggregate 20' Minimum	0' - 100' See Engineer's Base Map	35'	± 180' x 130' (± 23,400 S.F.)
Lot 10	75'	60' Aggregate 20' Minimum	0' - 50' See Engineer's Base Map	35'	± 150' x 185' (± 27,750 S.F.)
Lot 11	50'	60' Aggregate 20' Minimum	25' - 50' (See Engineer's Base Map)	35'	± 175' x 115' (± 20,125 S.F.)
Lot 12	50'	60' Aggregate 20' Minimum	20' - 25' (See Engineer's Base Map)	35'	± 230' x 110' (± 25,300 S.F.)

1/2 TO 1 AC. CUSTOM LOTS (125' x 175' Typ.)

Lot 13	50'	40' Aggregate 15' Minimum	65' - 100' See Engineer's Base Map	25'	± 85' x 140' (± 12,000 S.F.)
Lot 14	50'	40' Aggregate 15' Minimum	65'	25'	± 88' x 140' (± 12,000 S.F.)

QUEENSBIDGE

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SECTION 2

SITE PLANNING DESIGN CRITERIA

LOT NO.	FRONT SETBACK* (Minimum)	SIDE SETBACK* (Minimum)	NATURAL ZONE (Minimum)	TRANSITION ZONE REAR SETBACK* (Minimum)	BLDG Envelope (Approx.)
Lot 15	50'	40' Aggregate 15' Minimum	65'	25'	± 95' x 120' (± 11,500 S.F.)
Lot 16	50'	40' Aggregate 15' Minimum	50' - 65' See Engineer's Base Map	25'	± 90' x 120' (± 11,000 S.F.)
Lot 17	50'	40' Aggregate 15' Minimum	50' x 65' See Engineer's Base Map	25'	± 90' x 110' (± 11,000 S.F.)
Lot 18	50'	40' Aggregate 15' Minimum	50' - 65' See Engineer's Base Map	25'	± 90' x 75' (± 6,750 S.F.)
Lot 19	50'	40' Aggregate 15' Minimum	15' - 50' See Engineer's Base Map	25'	± 90' x 85' (± 7,650 S.F.)
Lot 20	50'	40' Aggregate 15' Minimum	15' - 40' See Engineer's Base Map	25'	± 90' x 70' (± 6,300 S.F.)
Lot 21	35'	40' Aggregate 15' Minimum	25' - 40' See Engineer's Base Map	25'	± 90' x 65' (± 5,850 S.F.)
Lot 22	50'	40' Aggregate 15' Minimum	25' - 60' See Engineer's Base Map	25'	± 88' x 75' (± 6,600 S.F.)
Lot 23	50'	40' Aggregate 15' Minimum	60' - 80' See Engineer's Base Map	25'	90' x 75' (6,750 S.F.)
Lot 24	50'	40' Aggregate 15' Minimum	65' - 85' See Engineer's Base Map	25'	± 90' x 100' (± 9,000 S.F.)
Lot 25	35'	40' Aggregate 15' Minimum	35' - 65' See Engineer's Base Map	25'	± 110' x 85' (± 9,350 S.F.)

QUEENSBIDGE

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SECTION 2

SITE PLANNING DESIGN CRITERIA

LOT NO.	FRONT SETBACK* (Minimum)	SIDE SETBACK* (Minimum)	NATURAL ZONE (Minimum)	TRANSITION ZONE/REAR SETBACK* (Minimum)	BLDG Envelope (Approx.)
Lot 26	35'	40' Aggregate 15' Minimum	35' See Engineer's Base Map	25' - 40' See Engineer's Base Map	$\pm 180' \times 110'$ ($\pm 19,800$ S.F.)
Lot 27	35'	40' Aggregate 15' Minimum	-	40'	$\pm 200' \times 80'$ ($\pm 16,000$ S.F.)
Lot 28	35'	40' Aggregate 15' Minimum	-	55'	$\pm 90' \times 95'$ ($\pm 8,550$ S.F.)
Lot 29	35'	40' Aggregate 15' Minimum	-	55'	$\pm 90' \times 90'$ ($\pm 8,100$ S.F.)
Lot 30	35'	40' Aggregate 15' Minimum	-	55'	$\pm 90' \times 85'$ ($\pm 7,650$ S.F.)
Lot 31	35'	40' Aggregate 15' Minimum	-	55'	$\pm 90' \times 80'$ ($\pm 7,200$ S.F.)
Lot 32	35'	40' Aggregate 15' Minimum	-	40'	$\pm 90' \times 90'$ ($\pm 8,100$ S.F.)
Lot 33	50'	40' Aggregate 15' Minimum	-	40'	$\pm 85' \times 85'$ ($\pm 7,200$ S.F.)
Lot 34	50'	40' Aggregate 15' Minimum	10' - 30' See Engineer's Base Map	25'	$\pm 90' \times 130'$ ($\pm 11,700$ S.F.)
Lot 35	50'	40' Aggregate 15' Minimum	10' - 30' See Engineer's Base Map	25'	$\pm 85' \times 145'$ ($\pm 12,325$ S.F.)
Lot 36	50'	40' Aggregate 15' Minimum	0' - 10' See Engineer's Base Map	40'	$\pm 85' \times 160'$ ($\pm 13,600$ S.F.)
Lot 37	50'	40' Aggregate 15' Minimum	-	40'	$\pm 85' \times 160'$ ($\pm 13,600$ S.F.)
Lot 38	50'	40' Aggregate 15' Minimum	-	40'	$\pm 85' \times 180'$ ($\pm 15,300$ S.F.)

QUEENSBROOK

CUSTOM

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C-11

SECTION 2

SITE PLANNING DESIGN CRITERIA

LOT NO.	FRONT SETBACK* (Minimum)	SIDE SETBACK* (Minimum)	NATURAL ZONE (Minimum)	TRANSITION ZONE REAR SETBACK* (Minimum)	BLDG Envelope (Approx.)
Lot 39	50'	40' Aggregate 15' Minimum	-	40'	± 85' x 200' (± 17,000 S.F.)
Lot 40	35'	40' Aggregate 15' Minimum	-	40' (Rear)	± 200' x 140' (± 28,000 S.F.)
Lot 41	35'	30' Corner 15' Minimum	-	40' (Rear)	± 140' x 100' (± 14,000 S.F.)
Lot 42	35'	30' Corner 15' Minimum	-	40' (Rear)	± 140' x 100' (± 14,000 S.F.)
Lot 43	35'	40' Aggregate 15' Minimum	-	40' (Rear)	± 130' x 90' (± 16,200 S.F.)
Lot 44	35'	40' Aggregate 15' Minimum	-	40'	± 190' x 130' (± 24,700 S.F.)

* Architectural projections, such as eaves, window and door pop-outs, chimneys, low patio walls, and low equipment screens, may encroach a maximum of 4" into required setbacks.

2.3.3

**TABLE B: DEVELOPMENT STANDARDS
GENERAL CRITERIA FOR ALL CUSTOM LOTS**

CRITERIA	½ TO 1 AC	1½ AC +
SETBACKS		
FRONT, SIDE, REAR		
PORTECOCHERE	35'	50'
TURN-IN GARAGE	5' Encroachment Permitted	No Encroachment Permitted
PATIO COVERS/ 2ND STORY DECKS	20' Rear Encroachment Permitted	20' Rear Encroachment Permitted

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SECTION 2

SITE PLANNING DESIGN CRITERIA

CRITERIA	1/2 TO 1 AC	1 1/2 AC+
SETBACKS		
COURTYARD WALL	10' Front Encroachment Permitted	20' Front Encroachment Permitted
CORNER WALL/FENCE	20'	30'
ACCESSORY STRUCTURES	Front: Not Permitted Rear: 15' Side: 5'	Front: Not Permitted Rear: 15' Side: 5'
ACCESSORY STRUCTURE BLDG. HT.	12'	12'
SPORTS COURTS	10'	10'
SWIMMING POOLS	10'	10'
POOL DECKS	5'	5'
MIN. FLOOR AREA	3,500 - 10,000 Sq. Ft.	6,000 Sq. Ft. + (Subject to DRC Approval)
MAXIMUM 2nd FL. AREA (as a % of the 1st floor area)	40%	40%

2.3.4 BULK PLANE SETBACK

The maximum height of any structure at the front or corner side yard setback line is 15' with a sloping bulk plane setback of one foot horizontal for each 1 1/2 feet of vertical to a maximum building height of 36' as measured from the finished first floor elevation at the front setback line. Bulk plane setback is required on all residences. Architectural features on all units, including porte cocheres, which encroach within the bulk plane setbacks are subject to review and approval by the DRC. Please refer to Exhibit C-5 for detailed information.

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SECTION 2

SITE PLANNING DESIGN CRITERIA

2.4 BUILDING SITING AND ORIENTATION

2.4.1 INTRODUCTION

The Custom Lot areas have been designed to provide a sense of exclusivity to each of the neighborhoods. This exclusivity is further achieved through the ample sizing of individual lots to enable the creation of a pleasant neighborhood character with an emphasis on one-story homes and significant open space between residences. Each lot is designed to take advantage of the golf course open space, when possible, and to be sensitive to adjacent lot relationships. The siting of a house or structure and its orientation should reflect its functional needs, but should also be sensitive to the individual lot's characteristics, as well as adjacent lots and surrounding community. The siting and three dimensional character of each house should be considered as it relates to views to and from the house, its effect on adjacent lots, and the massing of consecutive lots. Please refer to Exhibit C-6.

The building setbacks specified in Tables A and B are minimum requirements. It is strongly encouraged for the design of individual homes to incorporate additional setbacks, where appropriate, to further enhance the character of the neighborhood and to increase the distance between residences on adjacent lots. The use of additional setbacks may be applied to certain lots to ensure specific siting issues are appropriately considered.

The DRC shall consider each lot independently, but will give extensive consideration to view corridors, impacts on adjacent homes, solar orientation, drainage patterns, impacts to existing site conditions, and driveway access.

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SECTION 2**SITE PLANNING DESIGN CRITERIA****2.5 SITE AMENITY STANDARDS****2.5.1 ACCESSORY STRUCTURES**

All accessory structures such as gazebos, decks, dog runs, storage buildings, equipment covers, etc., not a part of the principal structure are to be reviewed and approved by the DRC prior to construction. Please refer to Table B and Exhibit C-7 for setback criteria.

2.5.2 SWIMMING POOLS

Swimming pools, fountains, spas, etc. should be designed to visually connect to the residence through the use of walls or courtyards and should be screened from direct view from the street and adjacent lots. Fencing or walls around swimming pools may be combined with property line walls and fencing. Please refer to Table B for setback criteria.

2.5.3 TENNIS COURTS

Tennis courts are permitted only on custom lots which are 1 acre or greater in size, and are subject to review and approval by the DRC.

2.5.4 SPORTS COURTS

The location of all hard and soft surfaced dimensioned sport courts, such as basketball, racquetball, volleyball, etc., are subject to review and approval by the DRC at the preliminary review stage. (Please refer to Section A of the Master Planned Community Standards for preliminary plan submittal procedures.)

All such courts must have a minimum of a 10' setback from property walls to allow for light fixture placement and landscape screening. Lighting, if installed, shall be located, directed and shielded so that light rays and glare to the greatest extent practical, does not extend beyond the lot boundaries.

2.5.5 SITE FURNISHINGS

Security cameras may not be located on the top of walls, fences, roofs or railings.

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SECTION 2

SITE PLANNING DESIGN CRITERIA

Mailboxes will be installed for each lot by the Master Developer. Changes to the mailbox design or location are not permitted. Temporary gang mailboxes may be provided during construction if requested by the U.S. Postal Service.

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SECTION 2

SITE PLANNING DESIGN CRITERIA

2.5.6 SIGNAGE

Address identification signs are provided by the Master Developer for each dwelling.

All temporary signage must conform to the criteria set forth in the Queensridge Signage Standards.

2.5.7 SATELLITE DISHES AND ANTENNAS

Satellite dishes, when used, are limited to those which are designed to be concealed in patio umbrellas or ground mounted dishes up to 20 inches in diameter. The use of satellite dishes is subject to the review and approval of the DRC. Please refer to the Master Declaration for additional information.

2.6 WALLS AND FENCES**2.6.1 LOCATION AND RESPONSIBILITY**

The use of walls throughout Queensridge will only be to the extent necessary to provide privacy and security to neighborhoods and residences within the community.

Lot owners shall be responsible for the design and construction of walls or fences located along the golf course or other community open space which is adjacent to the individual lot. These walls shall be maintained by the individual lot owner and shall be designed in a manner which is compatible with the architecture of the main residence on the lot.

2.6.2 WALL DESIGN

Village walls may consist of either solid walls, open steel picket view fences or part solid and part picket view walls. Refer to Exhibits C-15 through C-18 for further design information regarding wall and fence design. Master Developer reserves the right to substitute other wall design and materials which are compatible with the Queensridge community.

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SECTION 2**SITE PLANNING DESIGN CRITERIA****2.6.3 SETBACKS**

Walls and fences may be constructed on any side or rear property lines. Only one wall or fence is permitted on a common property line.

Corner yard walls and fences must be setback a minimum of 20' from the property line on 1/3 to 1/2 and 1/2 to 1 acre lots. They must be setback a minimum of 30' on 1 1/4 + lots. Please refer to Table B.

The use of fences or walls is encouraged to enclose front courtyards. Please refer to Table B for front courtyard wall setback requirements.

2.7 PARKING

Minimum parking requirements are set forth in the City of Las Vegas Codes.

2.8 EASEMENTS

Easements are restrictions placed on lots to provide for a specific use, such as service of utilities, or drainage across a lot. Locating structures, walls or fences within an easement is strongly discouraged. Any such improvements built within an easement is the sole responsibility of the lot owner, and may be subject to removal at the expense of the lot owner if requested by the easement holder.

2.8.1 SERVICE AND UTILITY ELEMENTS

The parkway behind the curb contains a public utility easement for the provision of utilities to each lot. It shall be the lot owner's responsibility to coordinate with the public utilities to determine the exact location of utility lines prior to any construction activity.

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SECTION 3

ARCHITECTURE DESIGN CRITERIA

3.1 INTRODUCTION

The European character of the overall community image for Queensridge will enable the creation of a compatible yet diverse look throughout each of the neighborhoods. This style draws its inspiration from the built environment throughout Europe, including French Country, Normandy, English, and Italian. The broad range of European architectural styles results in a great variety of building forms arranged in an informal manner, reminiscent of the rambling farmhouses of the European countryside. Although a diverse range of styles is found in the European vernacular, nearly all are characterized by moderate to steeply pitched roofs. Please refer to Exhibit C-8, which depicts the architectural "vision" for Queensridge.

The purpose of the Architectural Design Criteria is to ensure that the architectural character of the Custom Lot neighborhoods is compatible with that of the character envisioned for the all of Queensridge, while encouraging unique, innovative and creative design solutions to individual residences. Individual consideration will be given to the aesthetic and physical relationships of the building to the site and adjacent residences.

3.2 ARCHITECTURE DESIGN CRITERIA

3.2.1 ARCHITECTURAL STYLE

A variety of traditional architectural styles is encouraged throughout the Custom Lot areas to ensure that a pleasant neighborhood character is achieved which reflects the individuality of each homeowner. Regardless of which architectural style is selected, the design of the home must remain true to the traditional interpretations of the style. Highly stylized interpretations of a particular style are not permitted.

The following are examples of architectural styles which are compatible with the overall European character envisioned for Queensridge:

French Country	Mediterranean
Normandy	Spanish
English	Southwest
Italian	Victorian
Tudor	Contemporary

The following examples are not permitted:

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SECTION 3

ARCHITECTURE DESIGN CRITERIA

Colonial
Santa Fe

French Mansard

3.2.2 FLOOR AREAS

The following table depicts the allowable floor area for residences within each Custom Lot neighborhood:

TABLE C - ALLOWABLE FLOOR AREAS

	1/3 to 1/2 Ac. Lots	1/2 to 1 Ac. Lots	1 1/4 + Ac. Lots
Total Floor Area (Excluding Garages)	2,750 to 6,000 Sq. Ft.	3,500 to 10,000 Sq. Ft.	6,000 Sq. Ft. + (Subject to DRC Approval)
Max. 2nd Floor Area (as a % of the 1st Floor)	50% for 2,750 to 4,000 Sq. Ft. Homes 40% for 4,000 to 6,000 Sq. Ft. Homes	40%	40%

3.2.3 GARAGES

Residences are required to have 3-car garage (minimum). Garages may be attached, semi-attached, or detached, provided all building setback requirements are met. Side-loaded garages are preferred and strongly encourage to minimize the effect of garage doors along the streetscene, and may encroach into the front setback a maximum of 5' on 1/3 to 1/2 acre lots and 1/2 to 1 acre lots. No encroachment for side entry garages is allowed on 1 1/4+ acre lots.

Porte cocheres are not permitted on 1/3 to 1/2 acre lots, but are permitted on 1/2 to 1 acre and 1 1/4+ acre lots. Porte cocheres, however, do not replace the requirement for a garage.

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3.2.4 ARCHITECTURAL COMPONENTS

The architecture of a custom home can be broken down into three major components, including 1) Building Facades, 2) Roofs, and 3) Architectural Features & Accents. The proper design treatment of these three components will result in a visually pleasing residence and neighborhood environment throughout Queensridge. Please refer to Exhibit C-9 for a general description of how each of these components should be addressed relating to the European architectural styles.

3.2.5 BUILDING FACADE

The three dimensional success of a building and its site elements is a result of the careful treatment of building mass, proportion and scale, articulated by a variation in texture, materials, and color treatment. In general, large building masses should be avoided because of the resulting scale which would be out of balance in achieving a desirable relationship to the pedestrian streetscene. Structures which require greater amounts of space, should have vertical and horizontal offsets to break up the building mass and create a more desirable scale and visual interest to the dwelling. The interplay of shade and shadow, along with texture and openings in large building surfaces provides interest, balance, and human scale to the dwelling. In addition, the use of porches and balconies, window and entry treatments further emphasize building articulation. Together, each of these elements serve to encourage a "friendlier" relationship and scale to the streetscene. Please refer to Exhibit C-10.

Building Mass and Scale

The broad range of European architectural styles results in a great variety of building forms, however, all are characterized by a moderate to steeply pitched roof.

The European style features an informal design quality inspired by the rambling European farmhouses in which a relaxed character is achieved through the use of a combination of building forms in an asymmetrical arrangement.

Residences within the Custom Lot neighborhoods are limited to two stories in height, however, a predominant one story character is preferred and strongly encouraged. Basements are permitted, however, any exposed wall surfaces must be finished in a manner which is consistent with the other wall surfaces of the building, and must be located within the building setback, including any exterior stairs.

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SECTION 3

ARCHITECTURE DESIGN CRITERIA

The exterior design of the residences within the Custom Lot neighborhoods shall incorporate quality elements of design including balance, depth, repetition and contrast with special attention to shade and shadows. Roof lines should create interest while relating to adjacent residences. Single-story elements shall be provided to the extent possible at the perimeter of the residences with any two-story elements stepped back towards the center of the home, particularly for those elevations along neighborhood streets or community open space.

Two-story wall surfaces are not allowed. Where possible, single story elements should be provided at perimeter wall conditions. The flat appearance of two-story walls may also be broken up through the use of balconies, terraces and other projections, or by the use of tall or stacked window elements.

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SECTION 3

ARCHITECTURE DESIGN CRITERIA

Exterior Building Walls

Materials for exterior building walls shall consist of at least one, but not more than three of the following:

- Stucco and plaster with a light to medium texture, such as dash, smooth, sand or lace. (Heavy textures such as swirl or heavy trowel are prohibited.)
- Brick (Clay)
- Glass
- Stone when used in conjunction with the above materials
- Glass Block
- White Adobe Clay

The use of any other building material shall be at the sole discretion of the DRC and must be approved in writing prior to construction.

Exterior wall finishes shall be continuous and consistent on all elevations of the residence in order to achieve a uniform and complete architectural design statement. Some architectural styles may dictate a mixed medium.

Colors

Building colors should reinforce the characteristics of the architectural style. The base color of the house is generally a light hue with a darker accent color used for detail elements such as doors and shutters.

An acceptable range of base colors for the primary surfaces of residences includes white, creams, light browns, and light grays.

Contrasting colors for accent elements may include darker hues of blue, green, slate, brown, and black, as well as light grays and white.

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3.2.6 ROOF DESIGN AND MATERIALS

Roofs are a significant component in the overall appearance of a building, and careful consideration must be undertaken to ensure that the design and scale of the roof is compatible with the architectural style of the dwelling and surrounding neighborhood. Roofs should be simple shapes without overly complex joining. Predominantly moderate to steeply pitched hip or gable roofs characterized by projections, dormers, and roof ridge jogs are encouraged. Roof articulation should strive to establish a relationship not only to the human scale, but to the scale of its surrounding context. Please refer to Exhibit C-11 for a depiction of appropriate roof treatments of custom homes.

Roof Form & Slope

A distinguishing characteristic of the roof is its moderate to steep pitches, usually in the form of a gable, hip, dutch gable, or combination of these. The use of hip roofs or front to rear gables is encouraged, while the use of side to side gables is discouraged.

Variety in roof lines is required to avoid a common roof line along neighborhood streets. Rooflines of adjoining residences are required to vary ridge heights, vary direction of gables, and blend roof forms.

Dormer windows should be used to provide articulation to the roof, as well as half round attic vents.

Roof overhangs may be either minimal or substantial, but must be compatible with the architectural style of the residence.

Roof slopes of the main structure shall range from 6:12 to 12:12. Broken roof pitches extending over porches, patios or other similar features may be reduced to a minimum of 4:12.

Roof Materials

Roof materials for each residence shall consist of one of the following in either flat tiles or concrete shakes:

Concrete Tile
Clay Tile
Slate

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SECTION 3**ARCHITECTURE DESIGN CRITERIA**

Prohibited roof materials include:

Red-Tile Roofs
Asphalt Shingles
Fiberglass Shingles
Simulated Tile including Fiberglass or Metal

Standing seam metal roofs may be used subject to the sole discretion and approval of the DRC.

Fascias may be either stucco, copper or tile. If wood is used, it shall be stained or painted.

Mechanical Equipment Screening

Mechanical equipment such as air conditioner, heaters, evaporative cooler, television and radio antennas, satellites and radar receivers and other such devices shall not be permitted on any roof. Mechanical devices such as exhaust fans, vents and pipes shall be painted to match adjacent roof surfaces.

The use of solar panels, hot water storage systems, or other similar devices shall not be visible from any street or community open space, and are subject to approval by the DRC.

3.2.7 ARCHITECTURAL FEATURES & ACCENTS

The use of architectural features and accents is encouraged to create interest on building facades. Careful placement and treatment of accent windows, for example, not only reduces the scale of the building, but adds character to the elevations. Stairways and columns should be carefully integrated into the design of the building. Accent colors and material treatments should complement the primary building color. Extreme contrasts in style, material and/or color should be avoided. Please refer to Exhibits C-12 and C-13 for examples of appropriate architectural features and accents for custom homes within Queensridge.

Terrace and Patio Structures

Patio balcony and terrace structures shall be designed to continue and/or complement the architectural features of design dwelling. Patio covers, as measured to the fascia, may extend 20' into the rear yard setback. Terraces, as measured to the fascia, may protrude 20' into the rear yard setback, provided the column supports remain within the setback. Cantilevered balconies with no supports extending to the ground plane fall under the same setback criteria.

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SECTION 3

ARCHITECTURE DESIGN CRITERIA

Window and Door Openings

Window and door openings within exterior wall surfaces shall be treated in one of the following ways:

- Trim surrounds on all sides.
- Recessed windows into thickened walls.
- Windows projected forward of the wall plane.
- The use of bay windows.
- Curved walls of glass block or glass.
- Combination of the above or any other design treatment which achieves the scale, order, proportion or depth of opening which is compatible with the architectural style of the residence.

Windows on the front wall plane which break the eave line to create an extended dormer into the roof should be used, where appropriate, to provide architectural interest to the facade.

Principal windows on front elevations and on side and rear elevations which are adjacent to streets and community open space shall be recessed a minimum of 12" or be designed with 12" pop-outs. Principal windows are defined as a large window or windows located near a street or community open space. All other openings shall be trimmed.

Window shapes shall be appropriate for the architecture of the residence. Arched and stacked window designs are encouraged.

Windows may be either divided light, plain glass, or glass block. Frames may be white, bronze or earth-tone colors. Mill finish frames are prohibited.

Glazing may be either clear or tinted. Reflective glass is not permitted.

The use of quoins is encouraged to frame entry ways, windows and to articulate building corners.

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SECTION 3**ARCHITECTURE DESIGN CRITERIA****Sun Decks**

Sun decks may be located on the first or second floors, as well as on roof tops. Roof top sun decks, when used, shall be designed as an integral component of the architecture of the residence. Balusters or guardrails shall complement the architecture of the residence.

Garage Doors

In order to avoid the impact of garage doors, it is encouraged that they be appropriately treated with decorative relief cuts, panels, small decorative windows, etc. The face of garage doors shall be inset a minimum of 12" from the adjacent wall surface, or have a minimum 12" popped-out surround.

Detached garages, if provided, must feature the same architectural style, materials, detailing and other characteristics as the main residence.

Columns and Archways

The use of columns and archways add articulation to the character of the residence and are encouraged where appropriate to the architectural style. Columns and archways should be scaled appropriately to provide a sense of strength and support which is compatible with the architectural style of the building. Attention to detail should be given with special attention to ornamentation.

Courtyard Walls and Fences

The use of courtyards is encouraged to enhance the architectural character of the residence. Courtyards are low walled enclosures at front entries with a maximum wall height of 2'-6".

Courtyard walls and fencing should complement the adjacent finish and architectural character of the residence.

Courtyard walls shall be stucco and embellished through the use of ceramic tiles, steps, recesses, cut-outs, and/or panels of wrought iron.

The use of gates at the entrance to the courtyard is encouraged.

Plant materials should be used to visually soften courtyard walls and fences.

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SECTION 3**ARCHITECTURE DESIGN CRITERIA**

Please refer to Table B for courtyard setback criteria.

Chimneys

Chimneys shall be designed to be in scale and proportion with the architecture of the building. Chimneys shall incorporate materials consistent with the detailing of the building elevations.

Spark arresters with metal sides should be used rather than open screen spark arresters. Spark arresters shall be painted a dark color, the roof jack an accent color.

Gutters & Downspouts

Gutters are encouraged to be concealed or designed as a continuous architectural feature. Exposed gutters used as an architectural feature shall be either colored to match, or complement the surface to which it is attached.

Wood trim members may be used when colored with a semi-transparent or solid color stain or paint.

Exterior Lighting

Subtle, low-level lighting of facades and front yard landscape areas is encouraged. The lighting of address plaques is especially encouraged. Exterior lighting, however, shall not intrude or produce a glare onto adjoining lots, lots located across the street, or onto any community open space.

Satellite Dishes

Satellite dishes, when used, are limited to those which are designed to be concealed in patio umbrellas, or be ground mounted dishes up to 20 inches in diameter. The use of satellite dishes is subject to the review and approval of the DRC. Please refer to the Declaration for additional information.

Utility Equipment

Electric meters, gas meters, security equipment, HVAC units, water heaters, water softeners, swimming pool equipment, etc., shall be screened from public view in accordance with applicable utility company standards.

OVERSIZING

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SECTION 3**ARCHITECTURE DESIGN CRITERIA****3.2.8 ACCESSORY STRUCTURES**

Accessory structures shall include any building or structure which is totally detached from the main building. Examples of these shall include, but are not limited to the following:

- Private Garages
- Storage Buildings
- Equipment Enclosures
- Shade Structures including:

- Gazebos
- Cabanas
- Guest Houses

(Guest houses may not be permitted on all lots. Permission to construct guest houses must be obtained from the DRC and the City of Las Vegas.)

Accessory structures shall comply with the setback requirements as shown in Table A and Exhibit 12. No accessory structures shall be located closer than 6' from the main building. Accessory structures shall not be connected to the main building by breezeways or any roof structure.

Accessory structures should be located and designed to be compatible and complement the design and form of the main residence. The use of landscaping is encouraged to soften the appearance of these structures.

3.3 SECURITY

All neighborhoods within Queensridge have been designed to restrict access into the neighborhood by the general public. The security system includes a five gated security system, all individual homes wired directly to the main security system, and the use of lighted house numbers to aid public safety. Roving patrol or other security measures may be implemented at the sole discretion of the Board of Directors of Queensridge Owners Association as an additional service for either the Queensridge South Special Benefits Area or the Winter Palace Special Benefits Area.

Lot owners may design individual security and communication systems connected to commercially available facilities for fire, burglary and medical alert alarms. The individual home owners shall be responsible for the installation and maintenance of such systems.

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SECTION 3

ARCHITECTURE DESIGN CRITERIA

Security bars on windows are prohibited in accordance with the Declaration. Security gates, such as courtyard entry gates, may be permitted in the sole and absolute discretion of the DRC.

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SECTION 4**LANDSCAPE ARCHITECTURE DESIGN CRITERIA****4.1 INTRODUCTION**

The landscape treatment of streets, open space and individual yards is a key element of the overall European community image. This image will be enhanced through a "garden" style approach to the landscape program. The plant palette will consist of a variety of deciduous and evergreen plant material for a variety in color, texture and the broad opportunity for design theming. Hardscape elements will feature the use of stone, cast concrete, brick, tile and other textured materials for a traditional look. Please refer to Exhibit C-14 which depicts the landscape "vision" for Queensridge.

4.2 DESIGN CRITERIA**4.2.1 SITE PREPARATION GUIDELINES**

All property lines and utility locations must be verified prior to commencement of any work.

All permits, fees and agency inspections, as required, will be obtained prior to commencement and/or completion of any work.

All demolition, clearing, grubbing, stripping of soil, excavation, compaction and grading must be performed within the confines of the owner/builder's lot.

Adequate provision must be made to prevent surface waters from damaging excavations, public or private property and cut and fill slopes both during and after construction.

The use of chemical treatment on existing vegetation, if necessary, must be accomplished through a State Licensed Pest Control Applicator.

Any and all landscaping installed by the Master Developer (e.g., streetscaping and drainage easements) must be protected at all times through the use of fencing or other protective barriers. Any damage to existing landscaping or irrigation systems (with permitted encroachments) must be returned to its original state. Any alteration to existing landscape or irrigation systems must be redesigned by a registered Landscape Architect to reflect the existing palette and theme and reinstalled at the lot owner's expense.

Owners/builders should make themselves aware of any potential problems such as penetrating caliche soil when preparing site. It should be noted that all contractors should include an

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SECTION 4

LANDSCAPE ARCHITECTURE DESIGN CRITERIA

allowance in their bids for penetrating through caliche soil when it is encountered under tree planting pits or any other landscape element.

4.2.2 SITE GRADING

General

All grading must be based on a grading plan prepared by a Registered Civil Engineer in conformance with the requirements of the City of Las Vegas and other governing agencies. This plan must be submitted to and approved by the Queensridge Design Review Committee, and all deposits required in these Custom Lot Design Guidelines shall be paid prior to commencement of work.

The grading plan must include the following information:

- Existing and proposed contours (one foot intervals)
- Finish pad elevations
- Top and toe of slope line locations
- Changes in slope (with elevations) if applicable
- Method of surface and/or subterranean drainage provisions with line elevations and site improvements

A state licensed soils engineer must provide continuous inspection during all excavation and fill operations and perform field and laboratory tests necessary to certify relative site compaction to 90 percent.

Finish Grading:

No planting areas are to be graded when their moisture content is so great that excessive compaction will occur, nor when it is so dry that dust is formed and/or dirt-clods will not break up. Water shall be applied if necessary, to provide ideal moisture content for grading.

Final Grading of all planting areas shall include light rolling, raking and handwork as necessary to achieve desired contour and flow line patterns so as to result in evenly finished surfaces. Final grading shall insure a uniformly level surface with approved drainage, but without excessive compactions and depressions, dirt-clods, weeds and stones. The final surface soil of all planting areas is not to exceed a relative density of 85 percent.

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LANDSCAPE ARCHITECTURE DESIGN CRITERIA

Upon completion of finished grading, the owner is required to have an agronomic type soils analysis made. Soil amendments and fertilizers must be incorporated into site soil in accordance with the soil analysis to the prescribed depth. Any import soil necessary to attain design grades and berms should be free of weeds, debris and have a balanced pH.

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4.2.3 SITE DRAINAGE

Surface drainage of hardscape/paved areas must be a minimum of 1 percent slope and shall be directed to surface storm drains and underground/subterranean drains. Surface drainage of soil areas must be a minimum 2 percent slope; "swale" or drainage of large turf areas shall be a minimum 2 percent slope.

All sites unable to meet these minimum surface drainage rates must use underground drains. Drainage over the rear top of slope or onto adjacent property is prohibited.

All drains must contain inlets with an appropriate grate and underground drainline pipe must maintain a minimum drainage rate of 1/4 percent slope. All drain line material must be rigid Polystyrene, 1000 lb. crush strength or equal except when cast iron is required. Flex or ribbed drain line material is acceptable in some cases where a drainline radius must be achieved. Solvent is to be used for all fitting installations per the manufacturer's recommendations.

4.2.4 PROPERTY LINE WALLS

The purpose of these guidelines is to allow each parcel in Queensridge to exhibit its own identity while establishing a cohesive neighborhood environment that complements the Queensridge European community theme. The use of walls throughout Queensridge is encouraged only to the extent necessary to provide privacy and security to neighborhoods and residences within the community. Wall treatments viewed from public spaces shall be consistent in treatment with the adjacent buildings. Building materials such as masonry, stucco and square tubular steel are the standard materials for perimeter fencing. Complementary accent materials for wall caps and wall trim are encouraged. The use of precast concrete and stone are permitted as design accents and trim. Pilasters will not be incorporated into property line fencing. Exterior plaster or stucco will have a smooth, sand, or other light finish texture to match adjacent architecture styles. Heavy textures such as Spanish lace, swirl or heavy trowel are prohibited.

Please refer to Exhibits C-15 through C-18 which show and describe specific wall treatments for typical custom lot/parcel conditions.

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4.2.5 MAILBOXES

The purpose of the mailbox guidelines is to establish a cohesive site identity within each individual project that supports the overall Queensridge European theme. Mailboxes are functional elements. However, in the Queensridge community, mailbox pedestals that house the functional mailbox will be accent elements.

Mailbox pedestals should be designed to incorporate various design detail elements seen on the Queensridge entry and adjacent architecture. Mailbox pedestal materials shall be materials which are compatible with and reflect the elements of the surrounding environment. This includes materials such as masonry, concrete, stucco, stone, tile and tubular steel.

It is preferable that each individual lot have its own mailbox or a group mailbox structure off the lot as required by the Postmaster. Lot Owners must submit detailed plans to the DRC for consideration and approval.

4.2.6. LIGHTING STANDARDS

Proposed lighting plans should serve functional, safety and aesthetic purposes. It is the intent of these guidelines to encourage innovative lighting schemes which can be easily incorporated into the overall Queensridge development as an integral component. Lighting fixtures with particular attention to ornamentation, are encouraged for individual residences to enhance the European community image of Queensridge.

Energy efficient low voltage lighting, for aesthetic purposes, should be used in all landscaped areas. Refer to landscape Uplighting/backlighting standard for suggested fixture types.

Adequate on site lighting should be provided to ensure a safe environment, but not cause areas of intense light or glare.

Lighting fixtures should be attractively designed to complement the architecture and theme of the project site and adjacent buildings.

Walkway lighting fixtures shall be per landscape uplighting/backlighting standard. Lighting fixtures are not to project above the fascia or roof line of the building. All exterior lighting shall be shielded so as not to intrude on adjacent properties. Shields for security lighting, if provided, shall be painted to match the surface to which the light is affixed. Security lighting fixtures are

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not to be substituted for parking lot or walkway fixtures, and are restricted to lighting only loading and storage locations, or other similar areas.

Landscape Uplighting/Backlighting

Landscape Uplighting is used to enhance the plant materials at recreation areas, entrances and other focal areas. Uplighting/backlighting within individual lots/parcels can be used in areas where one desires to "see" the effect of the lights and not the source. Uplighting enhances a landscape area with effects ranging from dramatic to enchanting. It can sharply project the shadows of large trees onto walls, silhouette the interior structure of unusual plants or softly frame a panoramic view.

Landscape Lighting utilizing a low voltage system is cost effective and energy efficient. However, standard line voltage lighting system may be used as long as the profiles of the fixtures resemble those specified. Please refer to Exhibits C-19 and C-20 for Landscape Lighting Zones and Lighting Profiles.

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**TABLE D
STANDARDS OF LANDSCAPE LIGHTING FIXTURES**

Fixture	Description	Recommended Spacing
Path Light	Enhance groundcover as well as providing safety lighting.	Per city standards for safety
Uplight	Above-ground uplights are used in shrub planting areas to illuminate trees and other landscape focal elements.	As required by landscape design
Recessed Uplight	Recessed in-ground uplights are used in turf/lawn areas to illuminate trees and other landscape focal elements.	As required by landscape design
Signage Light	Illumination of walls and signs. Available in line-voltage only.	Per manufacturer's specifications
Step Light	Flush-mount step lights to provide safety lighting.	Space every other step

NOTE:

All lighting fixtures should be either powder coated or factory painted green, Verde green, bronze, brown or black finish, except for path light fixture - solid bronze finish. Should owner choose to use an alternate finish not listed in these Custom Lot Design Guidelines, detailed specifications must be submitted to the DRC for consideration and approval.

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4.2.7 LOT LANDSCAPE ZONES

Lot owners are responsible for planting and maintaining all required landscaping within their property. As a minimum, lot owners are required to plant and irrigate turf in the Front, Side, Rear Yard and Transition Zones as well as revegetate the Natural Zones to match existing revegetation program established along the golf course perimeter.

Street Landscape Area:

The Street Landscape Area consists of a landscaped parkway and a sidewalk installed by the Master Developer. The landscape parkway is planned to consist of street trees spaced 15'-0" on center along with shrub plantings. It is the lot owner's responsibility to maintain the unified streetscape treatment installed by Master Developer. The lot owner must situate driveway(s) between the existing street tree locations and minimize the deletion of street trees to one per lot to accommodate a driveway apron. A minimum separation of 3'-0" is required from the edge of driveway to any tree trunk within the streetscape area. The lot owner must physically verify existing street tree locations and note locations on the landscape plans that will be submitted to DRC for consideration.

Front Yard Zone:

The Front Yard Zone is the area between the Street Landscape Area and the front wall plane of the residence. This zone must continue with a unifying landscape treatment which complements the Street Landscape Area.

Natural Zone (see Exhibit C-24):

The Natural Zone is located at the rear of the custom lots, and has been established in order to maintain the desert character of the adjacent golf course. The physical characteristics of each lot determine the exact location of the Natural Zone; therefore, its size varies from lot to lot. Not all custom lots contain a Natural Zone.

Landscaping treatment within the Natural Zone shall be revegetated with native landscape plant species and the ground can be covered with on-site crushed caliche rock that has been dug up as a result of grading. The landscape must maintain the elements and aesthetics of the surrounding desert/golf course environment. Landscape elements such as putting greens, spas and desert water elements may be incorporated into the Natural Zone landscape as long as these elements are

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concealed, built into the existing landscape, not noticeably visible to other lots / golfers and revegetated with proper native material.

Transition Zone (see Exhibits C-21 and C-22):

The Transition Zone is the area between the Natural Zone and the Building Envelope on each lot. In essence, the landscaping within the Transition Zone is a continuation of the Lot's rear yard, and will serve the purpose of creating an aesthetic landscape transition between the residence and the Natural Zone. For the Transition Zone, the lot owner can submit plans using plants materials from the Plant Palette Front Yard Zone list. The lot owner can even choose to mix those species with some native species in an effort to create a stronger visual transition.

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4.2.8 PLANT PALETTE/REQUIREMENTS

Each of the lots contains a "Street Landscape Area" and its associated "Front Yard Zone". The "Front Yard Zone" will be landscaped by the lot owner. In addition, each lot has "Side and Rear Yard Landscape Zones" that will require landscaping as well by the individual lot owner. Planting in all these zones should be designed to create a cohesive environment that complements the Custom Lot community's European character.

Plant material must be selected from the following plant palette section for use in the associated Front Yard Planting Zone as well as the Side and immediate Rear Yard Planting Zones. However if an owner chooses to propose the use of plant material not listed in the following Plant Palette/Requirements section, detailed plans can be submitted to the DRC for consideration and approval. Keep in mind that any proposed plant material other than those species listed in the following Plant Palette/Requirements section must be plant material species that are acceptable and listed in the Clark County Department Comprehensive Planning Design Manual.

Great care should be taken to selectively choose plant material that will acclimate to the harsh climate extremes when preparing a landscape design for the Las Vegas area.

The following plant palettes should be used in the landscaping of each lot.

Street Landscape Area:**Trees:**

Master Developer plans to install street trees in the streetscape zone. The street tree species will be a 36" box Pinus Eiderica - Mondell Pine planted at 15'-0" on center utilizing 'offset' spacing, or other varieties and spacing as may be chosen by Master Developer in its sole discretion. Master Developer will install root barrier per manufacturer's specifications.

In addition, Master Developer plans to install shrubs and irrigation in the street landscape area.

Lot owner must maintain the streetscape trees and shrub area when lot ownership is transferred from Master Developer to individual lot owner.

No existing tree or shrubs installed by the Master Developer in the street landscape area may be moved or relocated by lot owner.

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Front Yard Zone Plant Palette:

(This palette should also be used as a guide for Side and Rear yard landscape plant palettes.)

Trees:

Trees should be located so they complement the individual home design and driveway location. Like-tree massing is encouraged in the landscape design. Trees should be used in groups rather than individually unless the tree is being used as an accent tree.

Lot owners are required to enhance the effect of the tree placement with additional plant materials such as shrubs and ground cover selected from approved plant lists provided in the following Plant Palette Section of these Custom Lot Design Guidelines.

Botanical Name

Cupressus sempervirens
 Gleditzia thacanthos
 Koelreuteria bipinnata
 Lagerstroemia indica varieties
 Ligustrum lucidum
 Ligustrum japonica
 Malus Species "Linden"
 Pinus eldenica
 Pinus halepensis
 Pinus pinea
 Pinus roxburgii
 Pistacia chinensis
 Prunus cerasifera
 Approved Prunus species
 Quercus virginiana
 Robinia pseudoacacia
 Ulmus parvifolia

Common Name

Italian Cypress
 Honey Locust
 Chinese Flame Tree
 Cape Myrtle
 Glossy Privet
 Japanese Privet
 Linden Crabapple
 Mondell Pine/Afghan Pine
 Aleppo Pine
 Italian Stone Pine (large growing)
 Indian Longleaf Pine
 Chinese Pistache
 Purple Leaf Plum
 Flowering Plums
 Southern Live Oak
 Black Locust
 Evergreen Elm

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Shrubs:

Botanical NameCommon Name

Large:

Arbutus unedo 'Compacta'
 Juniperus chinensis 'torulosa'
 Ligustrum japonicum 'texanum'
 Prunus caroliniana
 Xylosma congestum
 Yucca pendula 'gloriosa'
 Yucca pendula

Dwarf Strawberry Tree
 Hollywood Juniper
 N.C.N.
 Carolina Laurel Cherry
 Shiny Xylosma
 Spanish Dagger
 N.C.N.

Medium:

Cotoneaster 'lowfast'
 Dodonaea viscosa
 Euonymus japonica
 Euonymus japonica 'silver queen'
Approved Euonymus species
 Ilex vomitoria 'nana'
 Juniperus chinensis 'procumbens' nana
Approved Juniper species
 Nandina domestica
 Nerium oleander 'petite pink'
 Photinia frezii
 Pittosporum undulatum
Approved Pittosporum species
 Punica granatum 'chico'
Approved Pyracantha species
 Raphiolepis indica 'clara'
 Raphiolepis indica 'springtime'
 Tecomaria capensis
Approved Viburnum species
 Xylosma congestum 'compacta'

N.C.N.
 Hopseed Bush
 Japanese Euonymous
 Japanese Euonymous 'silver queen'
 Yaupon
 N.C.N.

Heavenly Bamboo
 Dwarf Oleander
 Chinese Photinia
 Victorian Box

Dwarf Carnation Flowered Pomegranate

White Indian Hawthorn
 Indian Hawthorn
 Cape Honeysuckle

Shiny Xylosma

Small:

Dietes vegeta
 Hemerocallis fulva
 Juniperus chinensis 'gold coast'

Fortnight Lily
 Daylily
 N.C.N.

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Approved Juniper species

Myrtus communis 'compacta'

Pittosporum tobira 'variegata'

Pittosporum tobira 'wheeler's dwarf'

Approved Pittosporum species

Xylosma congestum 'compacta'

Compact True Myrtle

Mock Orange

Dwarf Tobira

Dwarf Xylosma

Vines & Espaliers:Botanical Name

Loniceræ japonica 'halliana'

Macfadyenia unguis-cati

Photinia fraseri esp.

Pyracantha coccinea esp.

Rosa banksiae

Common Name

Hall's Japanese Honeysuckle

Cat's Claw

Japanese Photinia

Firethorn

Lady Banks Rose

Ground Cover:Botanical NameApproved species

Baccharis centennial

Lantana species

Pachysandra terminalis

Rosmarinus cultivars

Santolina chamaecyparissus

Vinca species

Decorative Bark Mulch

Cobble

Decomposed Granite

Common Name

Coyote bush

Japanese Spurge (shade only)

Lavender Cotton

Turf:

Marathon Tall Fescue Blend

Dwarf Marathon (low water turf grass)

Medallion Tall Fescue Blend

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SECTION 4**LANDSCAPE ARCHITECTURE DESIGN CRITERIA****Transition Zone - Plant Palette:**

The lot owner can be creative in his landscape design and choose to mix the above palette list with the following Natural Zone palette list in an effort to create a visual landscape transition.

Natural Zone - Plant Palette:

The Natural landscape zone is to be revegetated with native landscape plant species and the ground can be covered with on-site crushed caliche rock that has been dug up as a result of grading.

Botanical Name	Common Name
<i>Baileya multiradiata</i>	Desert Marigold
<i>Encelia farinosa</i>	Desert Encelia
<i>Larrea tridentata</i>	Creosote bush
<i>Sphaeralcea ambigua</i>	Globe mallow
<i>Tamarix pentandra</i>	Saltcedar
<i>Yucca brevifolia</i>	Joshua Tree

4.2.9 PLANTING DETAILS

The following details and information are intended to maintain a minimum standard installation of planting suitable to the Queensridge Custom Lot community.

All trees planted within 6'-0" of any hardscape or structure should be installed with a 36" deep by .060 thick (24" deep as a minimum) linear root barrier to minimize any lifting and/or cracking of hardscape areas and structures. Minimum installation requirements are as follows:

Install linear root barrier continuous along the hardscape or structure edge. Root barrier to parallel along the gallon/box size and curve extension a minimum of 18 inches past the gallon/box size.

All trees planted in turf areas should be planted with arbor guards to protect the tree trunk from turf edges.

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To facilitate proper plant growth, a soil test and soil percolation test are highly recommended in order to provide proper soil amendments and proper soil drainage.

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4.2.10 INSTALLATION

All irrigation and planting installation shall be undertaken by competent personnel licensed to perform such work under a Nevada State contractor's license, or of equal competence. It is recommended that contractors performing construction and installation work provide a one year guarantee of all work and materials.

The following information is intended to guide the lot owner in preparing the landscape for visual and functional use. Landscape plant material to be considered as strong, visual unifying elements and should reflect the physical, functional and aesthetic qualities of the development. Please refer to Exhibits C-23, C-24, C-25, C-26 and C-27 ("Planting Details Exhibits").

Planting Standards:

- A. The planting should be designed to create, in time, a cohesive unified exterior environment to further complement the European character of Queensridge and adjacent plant material should therefore relate to the scale and character of the land improvements.
- B. A simple palette of plant material serves to enhance an area. A recommended palette has been developed as a guide in the previous sections.
- C. Trees and shrubs should provide the principal visual enhancement, with herbaceous and quick growing plants representing only a small quantity of the plant palette.
- D. The recommended shrub type and vine ground covers should be placed so they completely cover the soil when mature. (As illustrated in the Planting Details Exhibits.)
- E. Close attention should be given to the use of plant materials so they create a livable environment for people. Plants may be used to provide screening; define three dimensional spaces; control erosion, glare, noise, dust and climate; aesthetics; accentuating land forms; and defining circulation patterns.

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- F. The planting design must be tailored to the type of irrigation system and operation proposed by the designer. An arrangement of plants with different moisture requirement should be avoided.
- G. Installation of the plant materials should be accomplished in a manner that reduces potential maintenance problems.
- H. Additional plant materials other than those listed in the planting palettes may be used only upon approval of a majority of the Queensridge Design Review Board Committee. Keep in mind that any proposed plant material other than those species listed in the following Plant Palette/Requirements section must be plant material species that are acceptable and listed in the Clark County Department Comprehensive Planning Design Manual.
- I. Vines should be permanently secure to vertical building surfaces except at major trellis structures designed as an integral part of the architecture. At retaining walls in rear yard encroachments into down slopes shall be installed and spaced so as to completely cover walls when mature.

4.2.11 IRRIGATION STANDARDS

The following information is intended to guide the lot owner and Landscape Architect in plan submittal and the structuring of the irrigation system for functional and maintenance efficiency. Efficiency in irrigation design will conserve water. All irrigation systems will comply with the water usage requirements specified by the Clark County Comprehensive Planning Design Manual as well as the City of Las Vegas and State of Nevada requirements.

- A. It is highly recommended that all irrigation systems be professionally designed by a Landscape Architect or Irrigation Consultant to ensure efficient water management and control for plant material.
- B. When selecting sprinkler heads, spacing, valving and programming controller, design should consider varying environmental conditions or

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orientation such as: temperature extremes, sun and shade, soils, terrain, percolation rates, moisture sensing, erosion control and wind.

- C. All landscaped areas must have an automatic irrigation system. Systems should utilize 'state-of-the-art' equipment by brand name manufacturers. The use of automatic sprinkler controls offers flexibility and efficient irrigation. It is recommended that the new 'state-of-art' drip irrigation systems be designed for use in shrub/groundcover areas. The drip system is both cost effective as well as highly efficient.
- D. The construction drawings should indicate, by detailed graphic representation, the method of installing each type of sprinkler equipment and material used.
- E. Irrigation system design should provide for the equipment manufacturer's guarantee of achieving a uniform precipitation rate.
- F. Irrigation water will not be permitted to over spray onto adjacent properties.

4.2.12 MAINTENANCE

Prior to accepting the contractors work, a ninety (90) day maintenance program by the installing contractor is encouraged to ensure proper installation and satisfactory plant health. Problems such as irrigation adjustment and related plant failure should be corrected within the specified period.

Upon final acceptance by the lot owner or lot owner's representative the landscape contractor should recommend a qualified landscape and irrigation maintenance contractor. Landscape features including lawn, shrubs, trees, and ground covers will require mowing, trimming, pruning and fertilization.

The landscape maintenance program should include but not be limited to the following:

- A. Mowing and edging of turf grass at least once a week.

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- B. Watering as required to maintain soil moisture necessary for proper plant growth.
- C. Fertilizing a minimum of four times a year with a balance fertilizer as prescribed in the soils analysis recommendations.
- D. Controlling weeds through selective use of approved post-emergent or pre-emergent herbicides. Consultation with a licensed pest control advisor is required for the use of insecticide and fungicide for pest and disease control.
- E. The maintenance contractor should perform soils testing and analysis on an annual basis to determine soil fertility, pH balance or toxic conditions and adjust the fertilization program, as necessary, to remedy any nutrient deficiencies.
- F. Trees shall be pruned on a regular basis to ensure that excessive growth will not encroach into any views of other properties.

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SECTION 5

CONSTRUCTION PROCEDURES

5.1 GENERAL

Section A (All Project Types) of the Master Planned Community Standards contains the Queensridge requirements pertaining to Construction Procedures and the Design Review and Approval Process.

5.2 CONSTRUCTION SCHEDULE

- a. The submittal of preliminary plans and drawings for the residential dwelling unit and other out buildings (collectively the "Residence Plans"), and plans for recreational amenities, such as swimming pools and tennis courts, and landscaping (collectively "Landscaping and Recreational Amenities Plans") must occur no later than 2-1/2 years after recordation of the deed conveying title to the lot from Master Developer to the Custom Lot Owner (herein "close of Escrow").
- b. The commencement of construction of the Residence (which means the commencement of visible work on the Lot) must occur within 3 years after close of Escrow;
- c. For Lots 13 through 44, inclusive, the issuance of a Certificate of Occupancy for the Residence must occur within 4-1/2 years after Close of Escrow; or for Lots 1 through 12, inclusive, the issuance of a Certificate of Occupancy for the Residence must occur within 5 years after Close of Escrow; and
- d. The commencement of work for recreational amenities and landscaping must occur on or before 6 months after the issuance of the Certificate of Occupancy and the completion thereof must occur within 6 months after the commencement of such work.

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SECTION 5

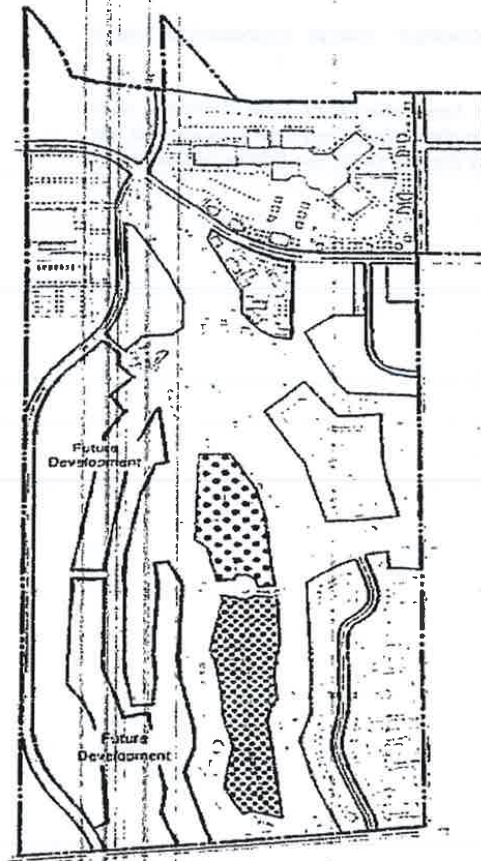
CONSTRUCTION PROCEDURES

5.3 FINES FOR FAILURE TO COMPLY WITH CONSTRUCTION SCHEDULE

A fine of \$50 per day will be imposed by the Association for failure to comply with any of the above-described time periods. The above described time periods will not be extended by reason of Purchaser's sale of the Lot or by the failure of Purchaser to meet any previous time period.

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Site Plan is for conceptual purposes only, and is subject to change at the discretion of the Master Developer. Please refer to Engineering Base Maps for exact site layouts.

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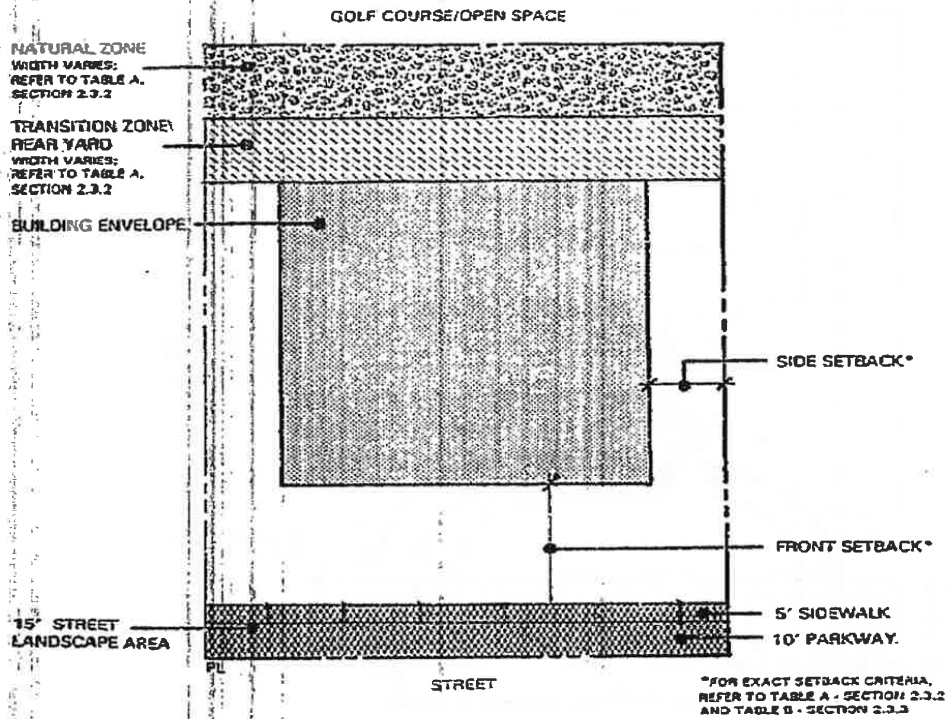
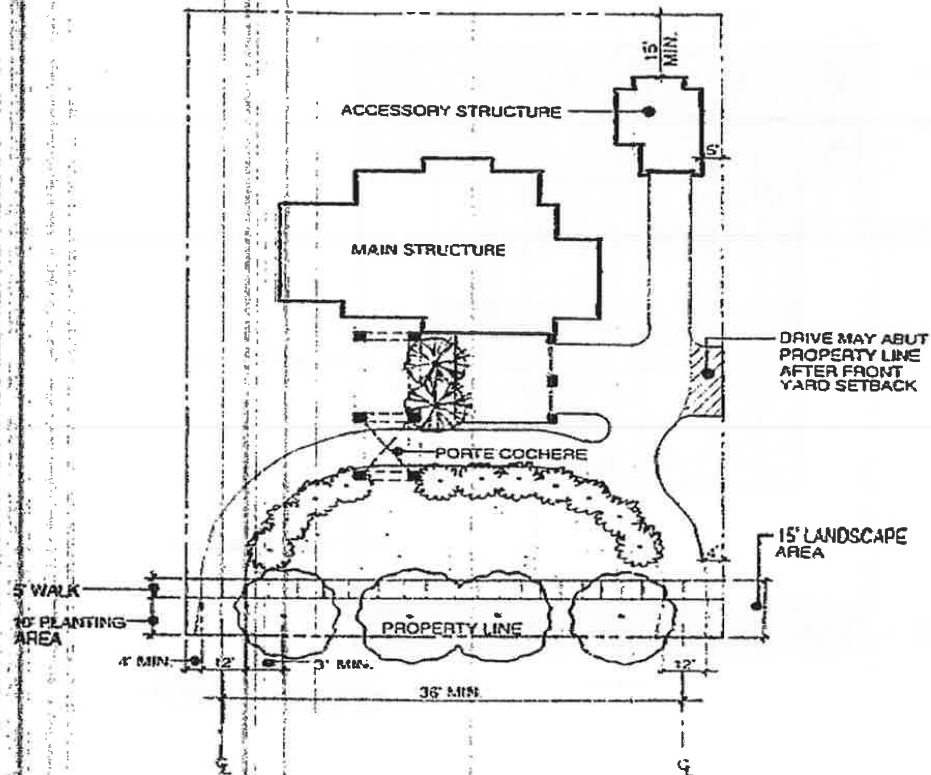
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EXHIBIT C-1



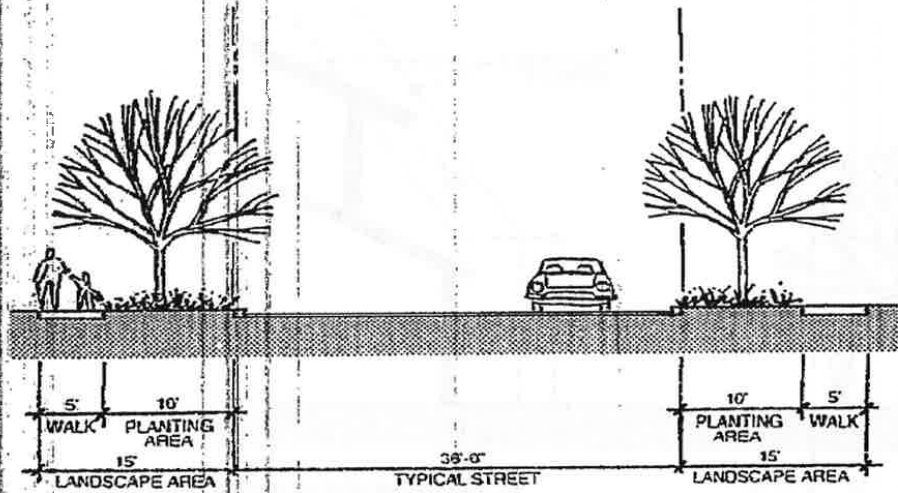
Street Landscape Area dimensions in relation to property
line are subject to change.

EXHIBIT C-2



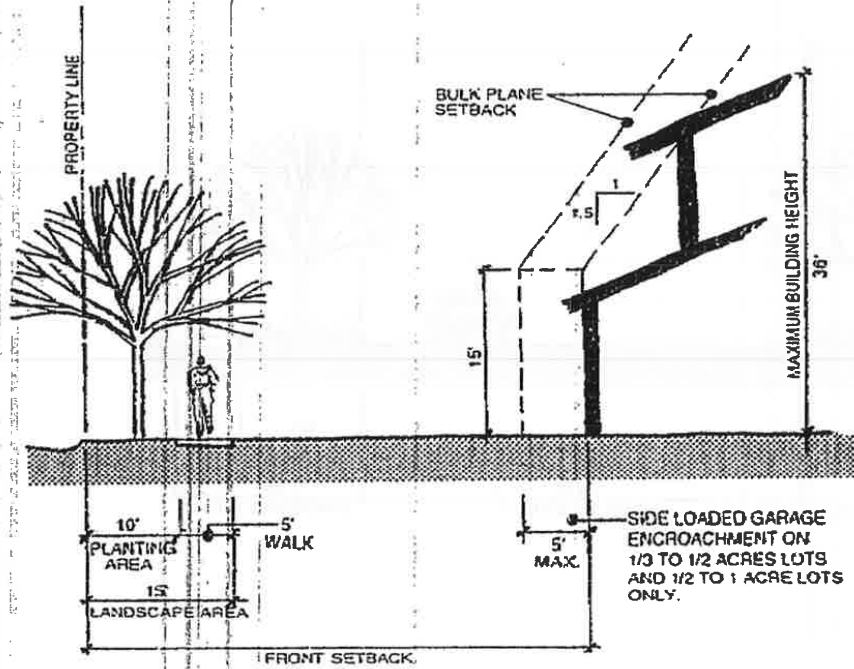
Street Landscape Area dimensions in relation to property line are subject to change.

EXHIBIT C-3



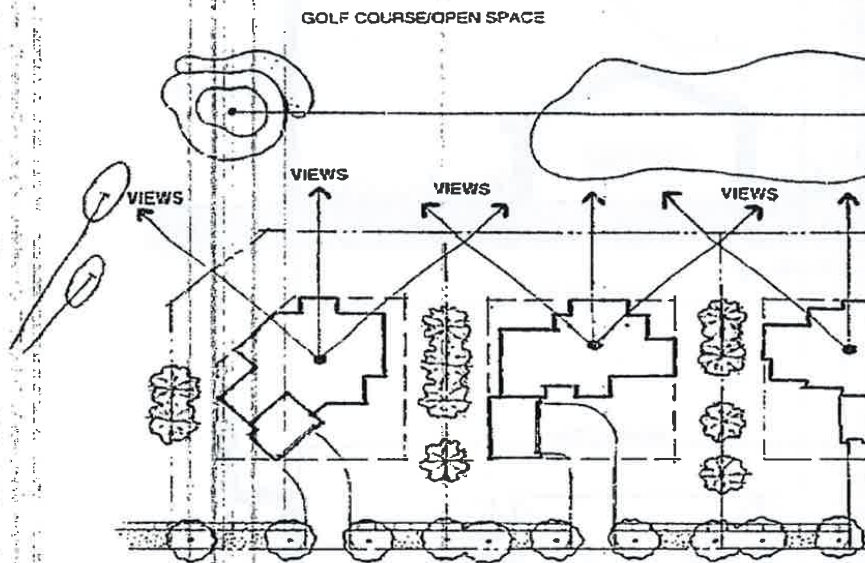
Street Landscape Area dimensions in relation to property line are subject to change.

EXHIBIT C-4



Street Landscape Area dimensions in relation to property line are subject to change.

EXHIBIT C-5



NOTE

ORIENT LIVING SPACES TO DOMINANT VIEW
 ARTICULATE REAR BUILDING FACADES AND
 ELEVATIONS TO ENHANCE VIEW FROM OPEN SPACE.

EXHIBIT C-6

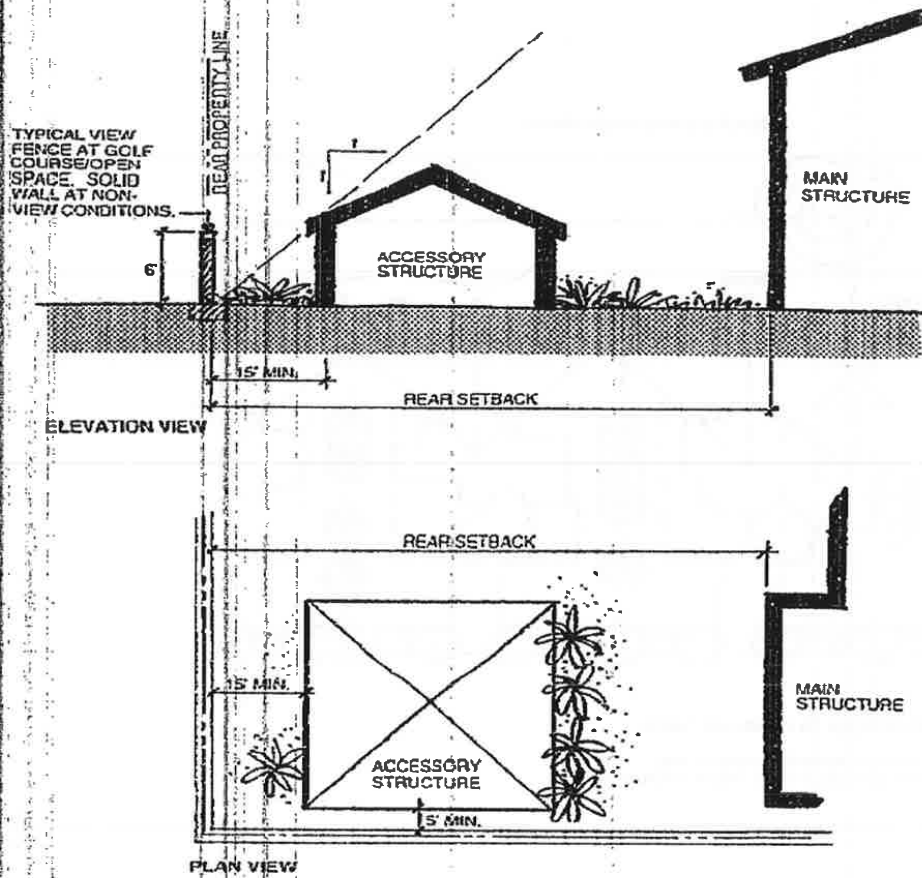


EXHIBIT C-7

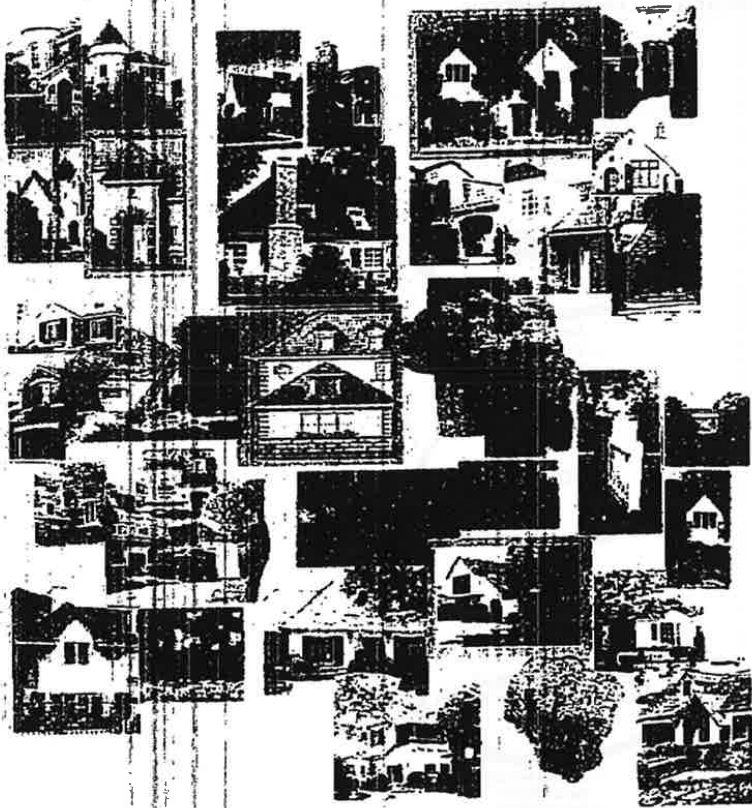


EXHIBIT C-8

ARCHITECTURAL COMPONENTS

BUILDING FACADES

- Form/Mass
- Courts/Porches
- Shadow Openings
- Materials/Texture

ROOFS

- Roof Pitch
- Overhangs
- Materials

ARCHITECTURAL FEATURES/ACCENTS

- Accent Windows/Doors
- Decks/Patios
- Fences/Walls
- Accent Color/Treatment

EXHIBIT C-9

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EXHIBIT C-10

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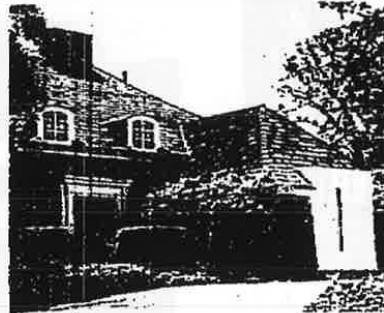


EXHIBIT C-11

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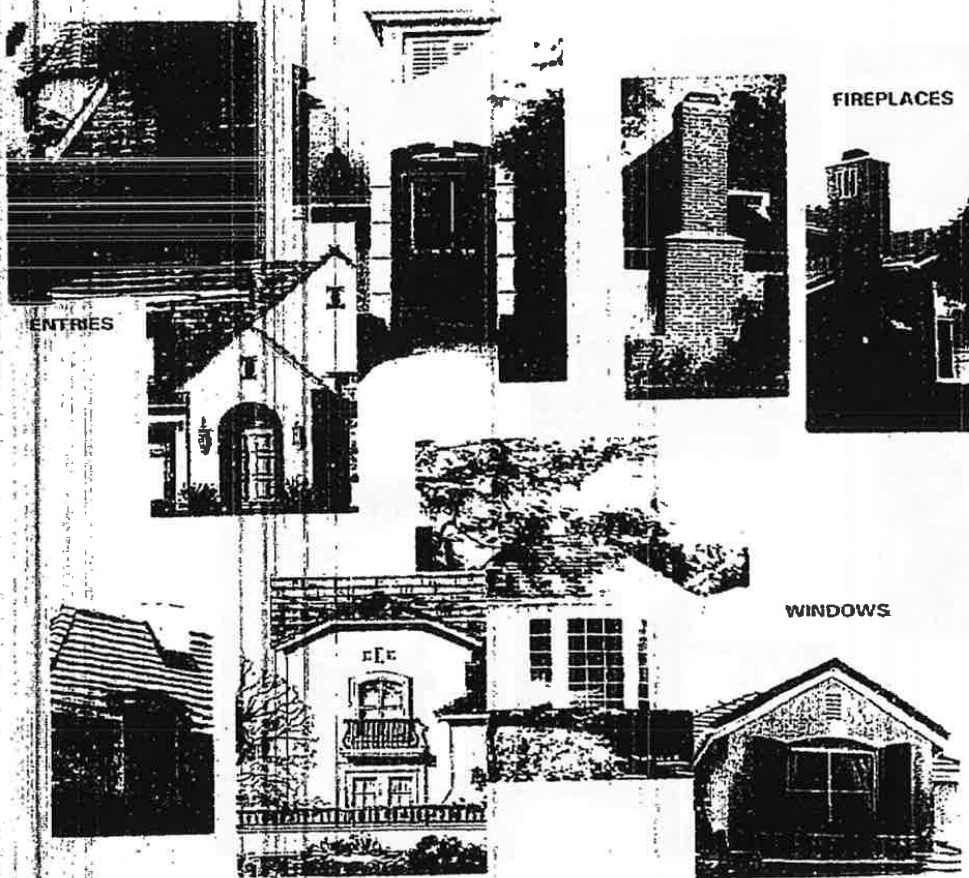
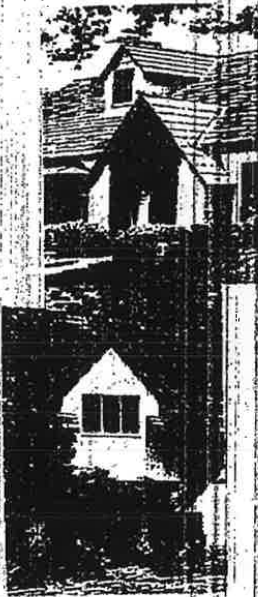


EXHIBIT C-12



DORMERS



QUOINS

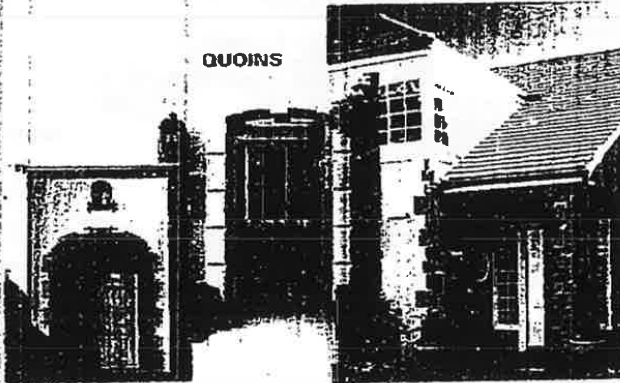


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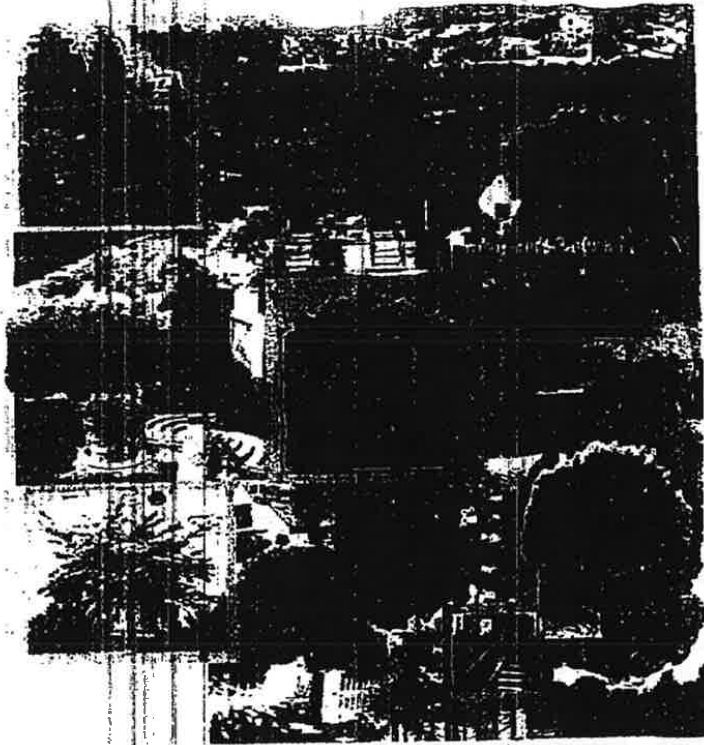


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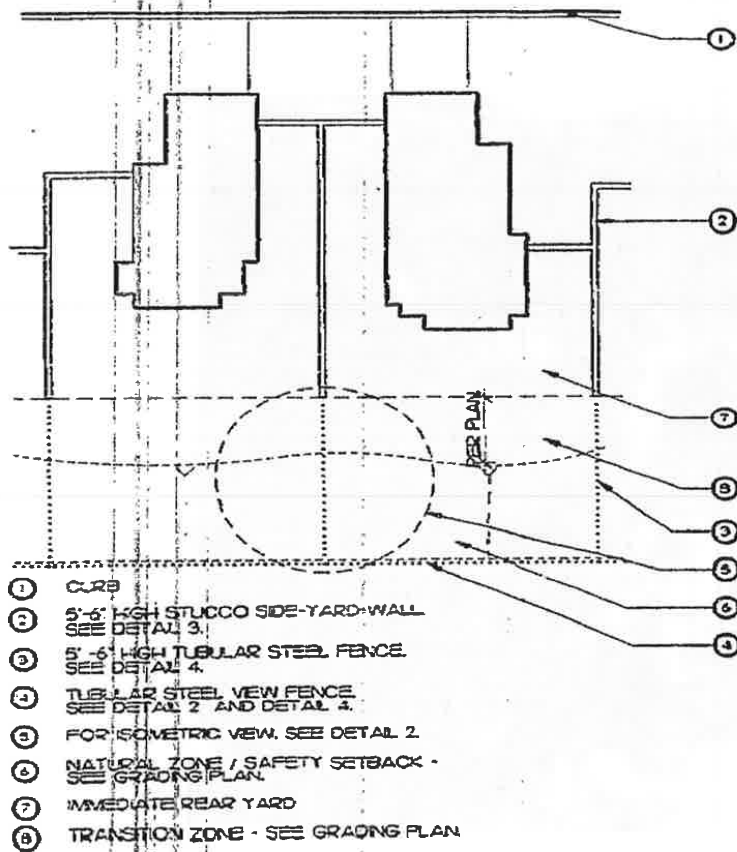
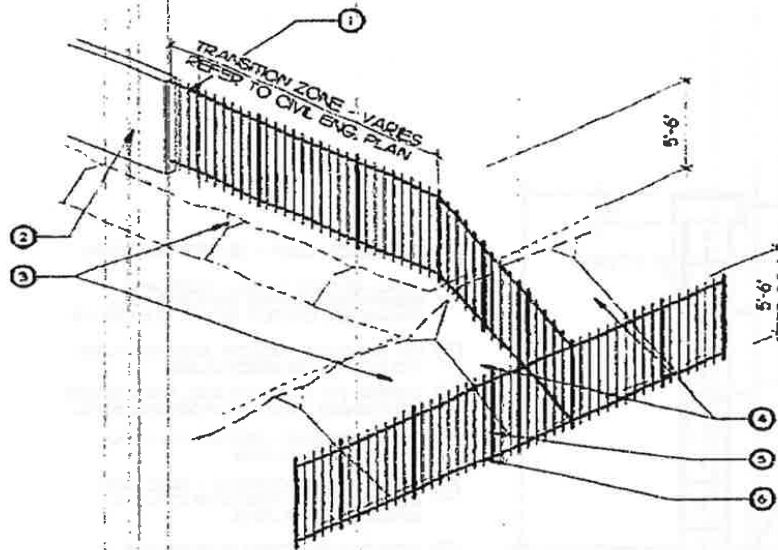


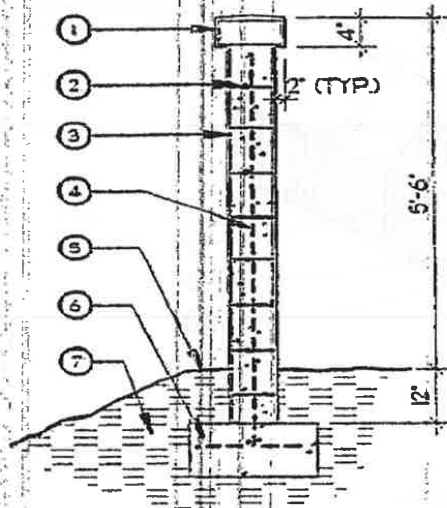
EXHIBIT C-15



- ① TUBULAR STEEL SIDE YARD FENCE SEE DETAIL 6
- ② STUCCO SIDEYARD WALL, 5'-6" HIGH SEE DETAIL 4
- ③ SLOPE PER CIVIL ENGINEER'S PLANS
- ④ NATURAL ZONE - LENGTH/DEPTH OF LOT VARIES
- ⑤ TUBULAR STEEL NATURAL ZONE REAR FENCE SEE DETAIL 6
- ⑥ TOE OF SLOPE - PER CIVIL ENGINEER'S PLANS

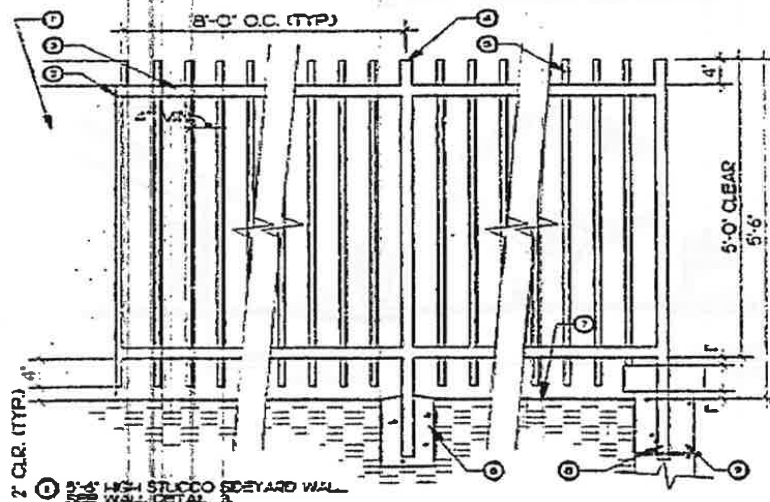
LARGER LOTS THAT HAVE A POOL ARE REQUIRED TO CONSTRUCT A 5'-6" FENCE THERE MUST BE A 5'-0" CONTINUOUS BARRIER WITH NO TOE HOLD ON THE OUTSIDE OF THE PROPERTY AS REQUIRED BY HEALTH SAFETY AND WELFARE DEPARTMENT CODES.

EXHIBIT C-16



- ① PRECISION CAP - SLOPE TO DRAIN.
- ② CMU BLOCK WALL - SIZE AND REINFORCING PER STRUCTURAL ENGINEER. GROUT SOLID ALL CELLS.
- ③ 1/2" STUCCO, COLOR AND TEXTURE TO MATCH GUARDHOUSE.
- ④ REFER TO STRUCTURAL ENGINEER'S DRAWINGS FOR REINFORCING INFO.
- ⑤ FINISH GRADE - REFER TO CIVIL ENGINEER'S PLANS.
- ⑥ CONCRETE FOOTING - SIZE AND REINFORCING PER STRUCTURAL ENGINEER'S PLANS.
- ⑦ 90% COMPACTED SUB-GRADE.

EXHIBIT C-17



- ① 3'-4" HIGH STUCCO SIDEYARD WALL. SEE WALL DETAIL 3.
- ② TWO 3/8" GALV. L-BRACKETS SECURE TO WALL WITH TWO 1/2" X 4" GALV. ANCHOR BOLTS EACH.
- ③ 1/4" SQ. TUBULAR STEEL AT TOP AND BOTTOM RAILS.
- ④ 1/4" SQ. TUBULAR STEEL POSTS AT 8'-0" ON CENTER.
- ⑤ 1/2" SQ. TUBULAR STEEL PICKETS AT 4" CLEAR SPACING.
- ⑥ 6" X 12" CONCRETE FOOTING. PITCH TO DRAIN FROM TUBULAR STEEL POSTS.
- ⑦ FINISH GRADE.
- ⑧ WHERE CONDITION REQUIRES A WALL 1/4" SQ. TUBULAR STEEL POSTS AT 8'-0" O.C. SET IN WALL AT MIN. 8" DEPTH.
- ⑨ WHERE CONDITION REQUIRES A WALL STUCCO RETAINING WALL TO BE ENGD.

NOTES:

ALL METAL SURFACES TO BE HOT-DIPPED GALVANIZED WITH TWO (2) COATS RUST PREVENTATIVE PRIMER AND TWO (2) COATS OF ENAMEL. ENAMEL COLOR TO MATCH PATINA FASHION ENTRY GATES. COLOR TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.

ALL METAL TO BE WELDED 360 DEGREES. BUTT & GRIND SMOOTH.

CONTRACTOR TO SUBMIT SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR APPROVAL.

EXHIBIT C-18

LANDSCAPE LIGHTING ZONES

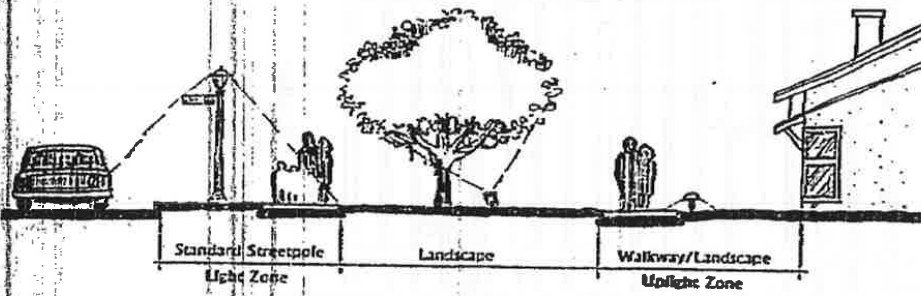
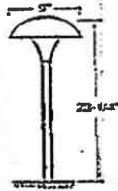


EXHIBIT C-19

LIGHTING PROFILES



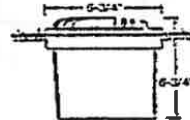
Typical Post Mount Profile



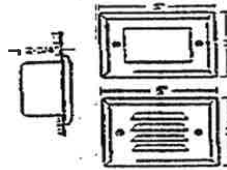
Typical Street Area Uplight Profile



Typical Street Light Profile



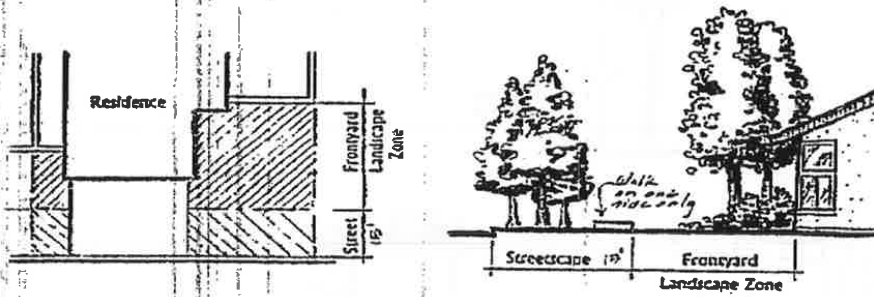
Typical Turf Area Uplight Profile



Typical Recessed Step Light Profile

EXHIBIT C-20

STREET LANDSCAPE AREA & FRONT YARD LOT LANDSCAPE ZONE



REFER TO NEXT EXHIBIT FOR TRANSITION & NATURAL ZONE LOCATIONS.

EXHIBIT C-21

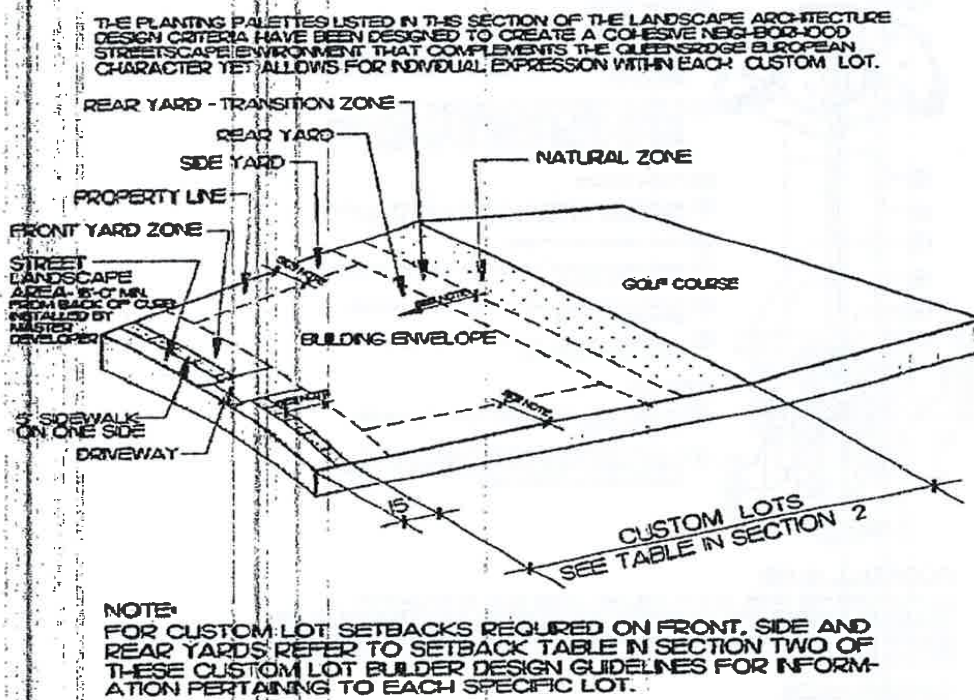
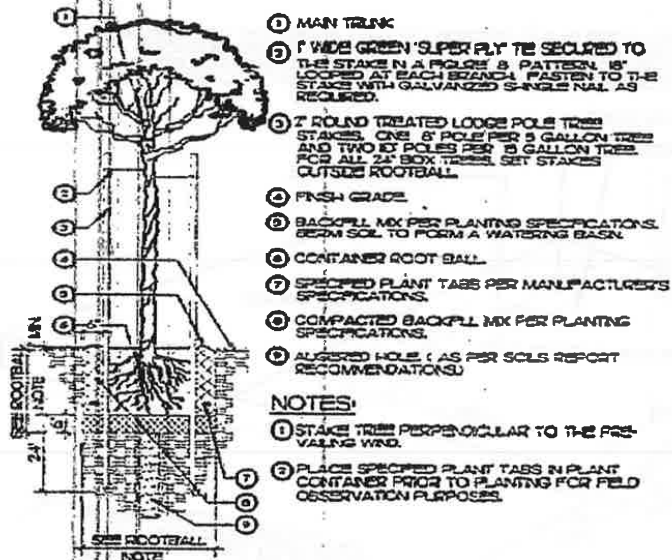


EXHIBIT C-22

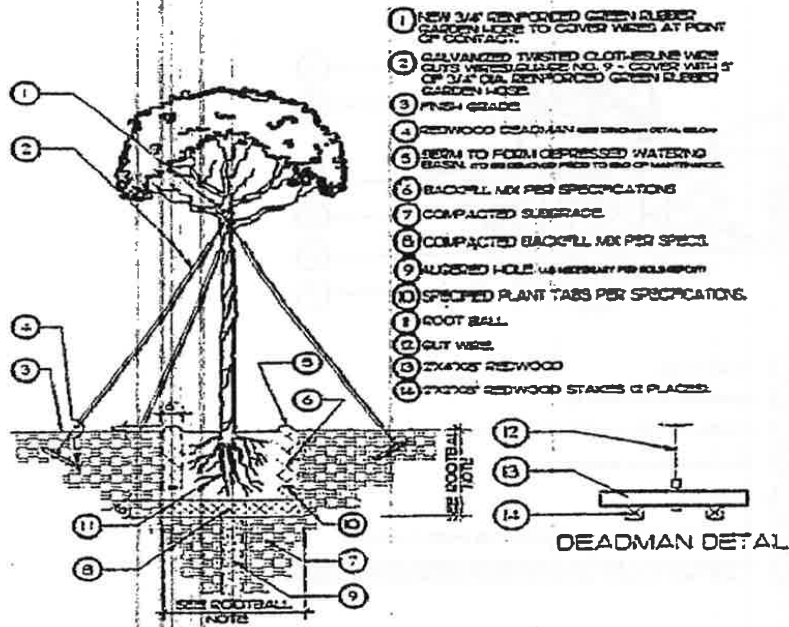
**ROOTBALL NOTE**

ALL PLANT PITS FOR TREES 24' BOX SIZE AND LARGER SHALL BE EXCAVATED TO A MIN OF 2' LARGER THAN THE DIAMETER AND 1'-0" DEEPER THAN THE HEIGHT OF THE CONTAINER TO PERMIT HANDLING PLANT PITS FOR 1 GALLON TO 15 GALLON PLANT MATERIAL. SHALL BE A MIN OF 4' DEEPER THAN THE HEIGHT OF THE CONTAINER. EXCAVATE PITS WITH VERTICAL SIDES FOR ALL PLANTS. PLANTS SHALL NOT BE PLANTED IN DRY SOIL. SOIL SHALL BE MOIST AT LEAST 4" DEEP.

CAUTION NOTE

IT SHOULD BE NOTED THAT ALL CONTRACTORS ALLOW AN ALLOWANCE IN THEIR BID FOR PENETRATING THROUGH CALICHE SOIL WHEN IT IS ENCOUNTERED UNDER TREE PLANTING PITS. CONTRACTOR TO SOLVE PROPER DRAINAGE FOR THESE PLANTING PITS.

EXHIBIT C-23

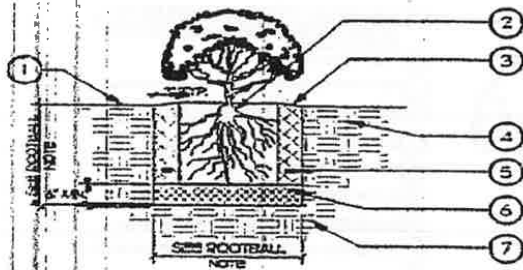
**ROOTBALL NOTE**

ALL PLANT PITS FOR TREES 24" BOX SIZE AND LARGER SHALL BE EXCAVATED TO A MIN. OF 2' LARGER THAN THE DIAMETER AND 1'-0" DEEPER THAN THE HEIGHT OF THE CONTAINER TO PROVIDE HANDLING. PLANT PITS FOR 1 GALLON TO 15 GALLON PLANT MATERIAL SHALL BE A MIN. OF 8" DEEPER THAN THE HEIGHT OF THE CONTAINER. EXCAVATE PITS WITH VERTICAL SIDES FOR ALL PLANTS. PLANTS SHALL NOT BE PLANTED IN DOT SOL. SOL SHALL BE MOIST AT LEAST 10" DEEP.

CAUTION NOTE

IT SHOULD BE NOTED THAT ALL CONTRACTORS INCLUDE AN ALLOWANCE IN THEIR BID FOR PENETRATING THROUGH CALICHE SOIL WHEN IT IS ENCOUNTERED UNDER THESE PLANTING PITS. CONTRACTOR TO ENSURE PROPER DRAINAGE FOR THESE PLANTING PITS.

EXHIBIT C-24

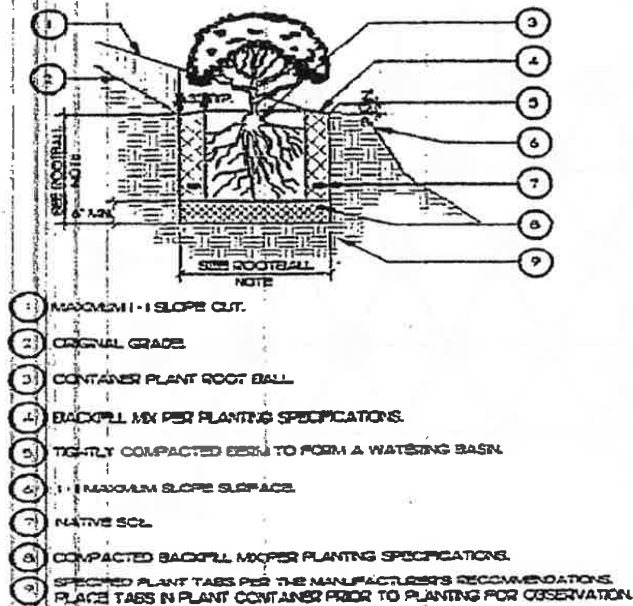


1. P254 GRADE
2. CONTAINER PLANT ROOT BAG
3. BACKFILL MIX PER PLANTING SPECIFICATIONS
4. PO 3, COMPACTED SUBGRADE
5. NATIVE SOIL
6. COMPACTED BACKFILL MIX PER PLANTING SPECIFICATIONS
7. SPECIFIED PLANT TABS PER THE MANUFACTURER'S RECOMMENDATIONS.
PLACE TABS IN PLANT CONTAINERS PRIOR TO PLANTING FOR OBSERVATION.

ROOTBALL NOTE

ALL PLANT FITS FOR TREES 24" DIA. SIZE AND LARGER SHALL BE EXCAVATED TO A MIN. OF 2' LARGER THAN THE DIAMETER AND 1'-0" DEEPER THAN THE HEIGHT OF THE CONTAINER TO PERMIT HANDLING PLANT FITS FOR 1 GALLON TO 5 GALLON PLANT MATERIAL SHALL BE A MIN. OF 3" DEEPER THAN THE HEIGHT OF THE CONTAINER. EXCAVATED AREAS WITH VISIBLE ROOTS FOR ALL PLANTS, PLANTS SHALL NOT BE PLANTED IN OCT. SCL. SCL SHALL BE MOST AT LEAST 18" DEEP.

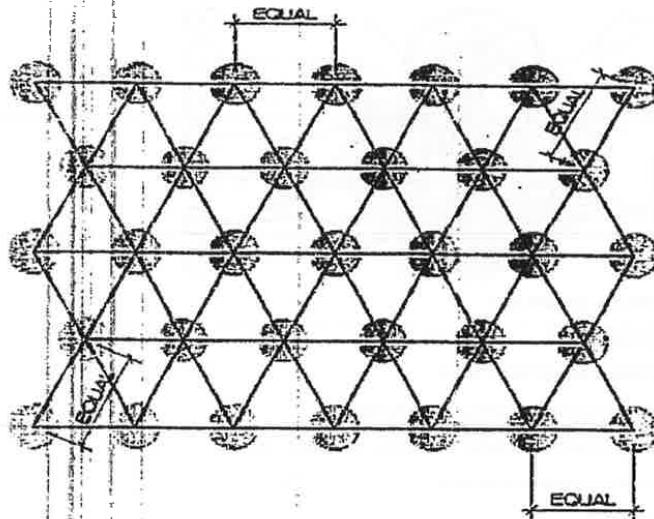
EXHIBIT C-25



ROOTBALL NOTE

ALL PLANT PITS FOR TREES 2" BOX SIZE AND LARGER SHALL BE EXCAVATED TO A MIN OF 2" LARGER THAN THE DIAMETER AND 1'-0" DEEPER THAN THE HEIGHT OF THE CONTAINER TO PERMIT HANDLING. PLANT PITS FOR 1 GALLON TO 15 GALLON PLANT MATERIAL SHALL BE A MIN OF 6" DEEPER THAN THE HEIGHT OF THE CONTAINER. EXCAVATE PITS WITH VERTICAL SIDES FOR ALL PLANTS. PLANTS SHALL NOT BE PLANTED IN CITY SOIL. SOIL SHALL BE MOIST AT LEAST 6" DEEP.

EXHIBIT C-26

**NOTE:**

ALL SHRUBS AND GROUNDCOVER TO BE PLANTED AT EQUAL TRIANGULATED SPACING AS ILLUSTRATED ABOVE

1 GALLON SHRUBS TO BE A MINIMUM OF 3'-0" ON CENTER.

5 GALLON SHRUBS TO BE A MINIMUM OF 5'-0" ON CENTER.

15 GALLON SHRUBS TO BE A MINIMUM OF 6'-0" ON CENTER.

PLANTS OF GROUNDCOVER PLANTED A MINIMUM OF 12" ON CENTER.

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
NEVADA TITLE COMPANY
01-17-97 15:08 8JB 82
BOOK: 970117 INST: 01434
OFFICIAL RECORDS
FEE: 88.00 APT: .00

EXHIBIT C-27

SECTION 1

INTRODUCTION

1.1 INTRODUCTION

1.1.1 PLANNING AND DESIGN CONCEPTS

Introduction

Nevada Legacy 14, L.L.C. is the master developer of Queensridge ("Master Developer"). The Master Developer's vision for Queensridge is to create a truly unique and distinctive community on this final piece of the Peccole family's land. In order to assist Custom Lot Homeowners in achieving the goals and objectives of the development, this Section C of the Master Planned Community Standards (herein sometimes referred to as "Custom Lot Design Guidelines") which articulates the Master Developer's vision of the overall community image, architecture, landscape and signage applies to all of the Custom Lots within Queensridge. Please refer to Exhibit C-1 for the location of the Custom Lot neighborhoods in Queensridge.

Community Image

The overall community image envisioned for Queensridge is characterized as "European". This image will be created through the comprehensive and careful integration of architecture, landscape and signage elements throughout the entire project. As a result of this fresh approach to the luxury community design theme, Queensridge promises to possess a distinctive character which is unlike any other community in the Las Vegas market.

Among the neighborhoods within Queensridge, the custom home enclaves are set within the spectacular environment of the Badlands golf course, and provide distinct choices for every lifestyle. The custom home neighborhoods include:

- An enclave of 1/4 to 1 acre lots completely surrounded by the golf course, providing an impressive amenity for each homesite. This custom home neighborhood is accessed from Charleston Blvd. via a guard gated entry at Palace Court.
- An exclusive enclave offering custom homesites of 1 1/4 + acres. This enclave is completely surrounded by the golf course creating a distinct exclusivity to the neighborhood. It is accessed from Charleston Blvd. via a guard gated entry at Palace Court.

QUEENSRIDGE

LOT DESIGN GUIDELINES
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CUSTOM
C-1

SECTION 1

INTRODUCTION

Architecture

Because of its broad range, the European character of Queensridge will enable the creation of a compatible yet diverse look throughout the neighborhoods. This style draws its inspiration from the built environment throughout Europe including French Country, Normandy, English, and Italian.

Landscape

The landscape treatment of streets, open space and individual yards is a key element of the overall European community image. This image will be enhanced through a "garden" style approach to the landscape program. The plant palette will consist of a variety of deciduous and evergreen plant materials for variety in color, texture, and the broad opportunity for design theming. Hardscape elements will feature the use of stone, brick and other textured materials for a traditional look.

Signage

The signage program will enhance the European image through the choice of traditional materials and craftsmanship. Entry signage will be of a low profile and convey a solid, high quality image, accentuated by the use of annual plant material for color accents.

Golf Course

The Badlands 18-hole championship golf course (with a planned addition of 9 holes) which is a daily fee course, designed by Johnny Miller, meanders through the arroyos and neighborhoods of the village. Significant view corridors are provided at key locations throughout Queensridge to enhance the open character of the community.

Parks

Complementing the golf course orientation of Queensridge, the first phase of development features a ± 3 acre neighborhood recreation area which is planned to include a $\pm 3,500$ square foot recreational facility, swimming pool and spa, and tennis courts. In addition, a series of small parks enhance the neighborhood environment, including a "view" park providing passive open space overlooking the golf course, a children's park, and a pet's park. Many of the individual lots within the custom home neighborhood are also sized to accommodate a tennis court, subject to approval by the Queensridge Design Review Committee ("DRC").

QUEENSRIDGE

CUSTOM

LOT DESIGN GUIDELINES
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C-2

SECTION 1

INTRODUCTION

1.1.2 DESIGN CRITERIA ROLE

Purpose and Applicability

The purpose of the Custom Lot Design Guidelines is to establish the concepts and provide the direction for the expression of the built environment within the custom home neighborhoods of Queensridge. They are intended to provide an overall framework for future development, achieving a sense of neighborhood identity, land use character, scale and sensitivity in the development of the neighborhoods.

Equally important, an extraordinary expenditure of time, resources, and capital has been used for the development of infrastructure, landscaping and other site improvements which are integral to the creation of a strong sense of identity for each of the custom home neighborhoods. The Custom Lot Design Guidelines provide the vehicle to protect and maintain the long term quality and value invested in the community. Accordingly, the Custom Lot Design Guidelines apply to construction on all lots within the Custom Lot neighborhoods of Queensridge.

The sketches and graphic representations contained herein are for conceptual purposes only and are to be used as general visual aids in understanding the basic intent of the guidelines. They are not meant to depict any actual lot or building design. In an effort to encourage creativity and innovation, the guidelines express "intent" rather than "absolute", thereby allowing a certain flexibility in fulfilling the intended design goals and objectives.

Supporting Documents

The Custom Lot Design Guidelines supplement the following documents which must also be consulted during the design and development of individual homesites:

- Las Vegas Building Codes
- Parcel Packages
- Master Declaration of Covenants, Conditions, Restrictions and Easements for Queensridge ("Master Declaration")
- Master Planned Community Standards (Exhibit "D" to the Master Declaration)
- Other Applicable Declarations affecting the Custom Lots

The Custom Lot Design Guidelines are subject to interpretation by the DRC. The DRC may amend or augment the Custom Lot Design Guidelines to meet specific site or functional requirements of Custom Lots within Queensridge, consistent with the basic objectives of the DRC.

QUEENSRIDGE

CUSTOM

LOT DESIGN GUIDELINES
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C-3

SECTION 1

INTRODUCTION

Notwithstanding this, the Master Declaration contains legal restrictions regulating the construction and maintenance of improvements within the Custom Lot neighborhoods.

Responsibility of Review

Neither the Board of Directors of Queensridge Owners Association (the "Association"), the Master Developer nor the DRC assume responsibility for plan review of local codes or ordinances. The DRC's purpose in plan review is to ensure that each construction project meets the intent of the Custom Lot Design Guidelines and Applicable Declarations. All construction activities (defined in the Master Declaration) on the Custom Lots require review by the DRC and the City of Las Vegas. The City will require a review approval letter from the DRC prior to reviewing any documents, or issuing any permits for work performed on the Custom Lots within Queensridge.

QUEENSRIDGE

CUSTOM

LOT DESIGN GUIDELINES
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C-4

ROR023833

25242

APNs: 138-32-301-004

Recording Requested By
and When Recorded Return To:WESTERN ALLIANCE BANK
2700 West Sahara Avenue
Las Vegas, Nevada 89102
Attention: Pam Acosta

Inst #: 20151116-0000240

Fees: \$48.00

N/C Fee: \$26.00

11/16/2015 08:01:44 AM

Receipt #: 2607151

Requestor:

TICOR TITLE LAS VEGAS

Recorded By: RNS Pgs: 32

DEBBIE CONWAY

CLARK COUNTY RECORDER

15540174 S65

Recorder's Use

DEED OF TRUST AND FIXTURE FILING
(With Assignment of Rents and Security Agreement)

THIS DEED OF TRUST AND FIXTURE FILING (With Assignment of Rents and Security Agreement) (as it may be amended and modified from time to time, the "Deed of Trust") is made as of November 10, 2015, by and among **SEVENTY ACRES LLC**, a Nevada limited liability company, whose mailing address is 1215 South Fort Apache, Suite 120, Las Vegas Nevada, 89117 ("**Trustor**"), **TICOR TITLE OF NEVADA, INC.**, a Nevada corporation, whose mailing address is 8379 W. Sunset Road, Suite 220, Las Vegas, Nevada 89113 ("**Trustee**"), and **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Beneficiary**"), whose mailing address is 2700 West Sahara Avenue, Las Vegas, Nevada 89102.

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth in that certain real property located in the County of Clark, State of Nevada, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Premises**");

TOGETHER WITH any and all buildings and other improvements now or hereafter erected on the Premises, including, without limitation, fixtures, attachments, appliances, equipment, machinery, and other personal property attached to such buildings and other improvements (the "**Improvements**"), all of which shall be deemed and construed to be a part of the real property;

TOGETHER WITH all rents, issues, profits, damages, royalties, income and other benefits now or hereafter derived from the Premises and the Improvements (collectively the "**Rents**"), subject to the terms and provisions of Article II of this Deed of Trust with respect to all leases and subleases of the Premises or Improvements now or hereafter existing or entered into, or portions thereof, granted by Trustor, and further subject to the right, power and authority hereinafter given to Trustor to collect and apply such Rents;

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Submitted at City Council

Date 6/21/17 Item 131-134

By: BOB PECCOLK

TOGETHER WITH all interests, estates or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Premises or the Improvements;

TOGETHER WITH all easements, rights-of-way and other rights now owned or hereafter acquired by Trustor used in connection with the Premises or the Improvements or as a means of access thereto (including, without limitation, all rights pursuant to any trackage agreement and ~~all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances thereof and thereto~~) and all water and water rights and shares of stock evidencing the same;

TOGETHER WITH all rights of Trustor under any covenants, conditions, and restrictions affecting the Premises, the Improvements, or the master planned community of which the Premises and the Improvements are a part, whether now existing or hereafter arising, including, without limitation, all voting rights, declarant's rights, developer rights, developmental rights, and similar rights arising under any such covenants, conditions, and restrictions (collectively, the "CC&R's");

TOGETHER WITH all rights (but none of the obligations) of Trustor under any agreements affecting the Premises, the Improvements, or the master planned community of which the Premises and the Improvements are a part, whether now existing or hereafter arising (collectively, the "Other Agreements");

TOGETHER WITH all leasehold estate, right, title and interest of Trustor in and to all leases or subleases covering the Premises or the Improvements or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, including, without limitation, all rights of Trustor against guarantors thereof, all cash or security deposits, advance rentals, and deposits or payments of similar nature (collectively, the "Leases");

TOGETHER WITH all right, title and interest now owned or hereafter acquired by Trustor in and to any greater estate in the Premises or the Improvements;

TOGETHER WITH all right, title, and interest of Trustor in (i) the property and interests in property described on Exhibit B attached hereto and incorporated herein by reference, (ii) all other personal property now or hereafter owned by Trustor that is now or hereafter located on or used in connection with the Premises or the Improvements, (iii) all other rights and interests of Trustor now or hereafter held in personal property that is now or hereafter located on or used in connection with the Premises or the Improvements, (iv) all personal property and rights and interests in personal property of similar type or kind hereafter acquired by Trustor, and (v) all proceeds thereof (such personal property and proceeds are referred to herein collectively as the "Personal Property");

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Premises, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Premises;

TOGETHER WITH all the estate, interest, right, title, other claim or demand, both in law and in equity (including, without limitation, claims or demands with respect to the proceeds of insurance in effect with respect thereto) that Trustor now has or may hereafter acquire in the Premises, the Improvements, the Personal Property, or any other part of the Trust Estate (as defined below), and any and all awards made for the taking by eminent domain, or by any proceeding of purchase in lieu thereof, of the whole or any part of the Trust Estate (including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages);

TOGETHER WITH all proceeds of the foregoing.

The Premises, the Improvements, the Rents, the Leases, the Personal Property, and the entire estate, property, right, title and interest hereby conveyed to Trustee may hereafter be collectively referred to as the "Trust Estate."

FOR THE PURPOSE OF SECURING (in such order of priority as Beneficiary may elect) the following (the "Obligations"):

- (a) The Loan. Payment of indebtedness in the total principal amount of up to Fifteen Million Eight Hundred Thousand Dollars (\$15,800,000) ("Loan"), with interest thereon, evidenced by that certain Promissory Note dated February 26, 2015 (as amended, modified, extended, and renewed from time to time, the "Note"), executed by MS Northwest Land Company LLC, a Nevada limited liability company ("MS Northwest"), as Borrower, and payable to the Beneficiary, as Lender, as assumed by Trustor, as successor Borrower, by the Assumption Agreement by and between Lender and Trustor of even date herewith (the "Assumption Agreement"). The Loan is governed by that certain Term Loan Agreement February 26, 2015, by MS Northwest, as Borrower, and Beneficiary, as Lender, as assumed by Trustor, as successor Borrower, by the Assumption Agreement (as amended, modified, extended and renewed from time to time, the "Loan Agreement").
- (b) Other Obligations Secured.
 - (i) Payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest thereon equal to the Interest Rate (as defined in the Loan Agreement) plus five percent (5.00%) per annum (which rate of interest is hereinafter referred to as the "Agreed Rate");
 - (ii) Payment of all other sums, with interest thereon, that may hereafter be loaned to Trustor, or its successors or assigns, by Beneficiary, or its successors or assigns when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust;
 - (iii) Performance of every obligation of Trustor contained in the Loan Documents (as defined below);

(iv) Performance of every obligation of Trustor contained in any agreement, document, or instrument now or hereafter executed by Trustor reciting that the obligations thereunder are secured by this Deed of Trust, including, without limitation, all other obligations, agreements or indebtedness between Trustor and any affiliate of Beneficiary; and

~~(v) For the benefit of Beneficiary, compliance with and performance of each and every provision of any declaration of covenants, conditions and restrictions, any maintenance, easement and party wall agreement, or any other agreement, document, or instrument by which the Trust Estate is bound or may be affected.~~

This Deed of Trust, the Note, the Loan Agreement, and any other deeds of trust, mortgages, agreements, guaranties or other instruments given to evidence or further secure the payment and performance of any or all of the Obligations, as the foregoing may be amended, modified, extended, or renewed from time to time may hereinafter be collectively referred to as the "Loan Documents". Capitalized terms as used in this Deed of Trust and not otherwise defined are used with the meanings set forth in the Loan Agreement and other Loan Documents. Any term used or defined in the Uniform Commercial Code of Nevada (Nevada Revised Statutes ("NRS") Chapters 104 and 104A, as amended from time to time ("Uniform Commercial Code of Nevada"), and not defined in this Deed of Trust, has the meaning given to the term in the Uniform Commercial Code of Nevada, when used in this Deed of Trust. Notwithstanding anything to the contrary herein or in any other Loan Document, in no event shall this Deed of Trust be deemed given to secure the obligations of Borrower, or any other "Indemnitor" thereunder, arising under any environmental indemnity agreement made in respect of the Premises, or the obligations of any "Guarantor" under any guaranty given in support of the Obligations, or any other obligor under an instrument given to further secure the Obligations, notwithstanding the fact that such indemnity, guaranty or instrument shall constitute Loan Documents as herein defined.

This Deed of Trust is governed by NRS Sections 106.300 to 106.400 and secures future advances as provided in such Sections. The maximum amount of principal (as defined in NRS Section 106.345) secured hereby (including disbursements that Beneficiary may, but shall not be obligated to, make under this Deed of Trust, the Loan Agreement or any other document with respect thereto) shall not exceed \$15,800,000. This Deed of Trust shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Premises given priority by law.

TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE I
COVENANTS AND AGREEMENTS OF TRUSTOR

1.01 Payment and Performance of Secured Obligations. Trustor shall pay when due and/or perform each of the Obligations. Without limiting the application of NRS Chapter 106, funds disbursed that, in the reasonable exercise of Beneficiary's judgment, are needed to ~~complete the Improvements or to protect Beneficiary's security are to be deemed obligatory~~ advances hereunder and will be added to the total indebtedness evidenced by the Note and secured by this Deed of Trust and this indebtedness shall be increased accordingly.

1.02 Maintenance, Repair, Alterations. Trustor shall keep the Trust Estate in good condition and repair. Trustor shall not remove, demolish, or substantially alter any of the Improvements, except with the prior written consent of Beneficiary. Trustor shall complete promptly and in a good and workmanlike manner any Improvement that may be now or hereafter constructed on the Premises and promptly restore in like manner any Improvements that may be damaged or destroyed from any cause whatsoever and pay when due all claims for labor performed and materials furnished therefor. Trustor shall comply with all Requirements (as defined below) and shall not suffer to occur or exist any violation of any Requirement. Trustor shall not commit or permit any waste or deterioration of the Trust Estate, and, to the extent required by law, shall keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair. Trustor shall perform its obligations under each Lease, the CC&R's and the Other Agreements. "Requirement" and "Requirements" mean, respectively, each and all obligations and requirements now or hereafter in effect by which Trustor or the Trust Estate are bound or which are otherwise applicable to the Trust Estate, construction of any Improvements on the Trust Estate, or operation, occupancy or use of the Trust Estate (including, without limitation, (i) such obligations and requirements imposed by common law or any law, statute, ordinance, regulation, or rule (federal, state, or local), and (ii) such obligations and requirements of, in, or in respect of (A) any consent, authorization, license, permit, or approval relating to the Trust Estate, (B) any condition, covenant, restriction, easement, or right-of-way reservation applicable to the Trust Estate, (C) any Lien or Encumbrance, (D) any other agreement, document, or instrument to which Trustor is a party or by which Trustor or the Trust Estate is bound or affected (including, without limitation, the CC&R's and the Other Agreements), and (E) any order, writ, judgment, injunction, decree, determination, or award of any arbitrator, other private adjudicator, court, government, or governmental authority (federal, state, or local) to which Trustor is a party or by which Trustor or the Trust Estate is bound or affected).

1.03 Required Insurance. Trustor shall comply with the insurance requirements set forth in the Loan Agreement.

1.04 Delivery of Policies, Payment of Premiums. Trustor shall comply with the insurance requirements set forth in the Loan Agreement.

1.05 Casualties, Insurance Proceeds. Trustor shall comply with the casualty and insurance proceeds requirements set forth in the Loan Agreement.

1.06 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Deed of Trust as a mortgage, a sale under the power of sale, or any other transfer of title or assignment of the Trust Estate in extinguishment, in whole or in part, of the Obligations, all right, title and interest of Trustor in and to all policies of insurance required by the Loan Agreement shall inure to the benefit of and pass to the successor in interest to Trustor or the purchaser or grantee of the Trust Estate, to the extent such policies are assignable pursuant to the terms thereof.

1.07 Indemnification; Subrogation; Waiver of Offset.

(a) If Beneficiary is made a party to any litigation concerning the Note, this Deed of Trust, any of the Loan Documents, the Trust Estate or any part thereof or interest therein, or the occupancy of the Trust Estate by Trustor, then Trustor shall indemnify, defend and hold Beneficiary harmless for, from and against all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Beneficiary as a result of any such litigation, whether or not any such litigation is prosecuted to judgment. Beneficiary may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any Event of Default, Trustor shall pay Beneficiary reasonable attorneys' fees and expenses incurred by Beneficiary, whether or not an action is actually commenced against Trustor by reason of its breach.

(b) Trustor waives any and all right to claim or recover against Beneficiary, its successors and assigns, their directors, officers, employees, agents and representatives, for loss of or damage to Trustor, the Trust Estate, Trustor's property or the property of others under Trustor's control from any cause insured against by Trustor or required to be insured against by this Deed of Trust.

(c) All sums payable by Trustor pursuant to this Deed of Trust shall be paid without notice (except for such notice as may be expressly required hereunder or under the other Loan Documents), demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; (ii) any restriction or prevention of or interference by any Person (as defined below) with any use of the Trust Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Premises or the Improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; (v) any claim that Trustor has or might have against Beneficiary; (vi) any default or failure on the part of Beneficiary to perform or comply with any of the terms of the Loan Documents or of any other agreement with Trustor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Trustor shall have notice or knowledge of

any of the foregoing. Except as expressly provided herein, Trustor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Trustor. "Person" means any natural person, any unincorporated association, any corporation, any partnership, any joint venture, any trust, any other legal entity, or any governmental authority (federal, state, local or foreign).

1.08 Impositions. Trustor shall pay all Impositions (as defined in the Loan Agreement) as provided in the Loan Agreement.

1.09 Utilities. Trustor shall pay when due all charges that are incurred by Trustor for the benefit of the Trust Estate or that may become a charge or lien against the Trust Estate for gas, electricity, water, sewer, or other services furnished to the Trust Estate.

1.10 Actions Affecting Trust Estate. Trustor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and shall pay all costs and expenses (including, without limitation, costs of evidence of title, litigation, and attorneys' fees) in any such action or proceeding in which Beneficiary or Trustee may appear.

1.11 Actions By Trustee or Beneficiary. If Trustor fails to make any payment or to do any act as and in the manner provided in any of the Loan Documents, Beneficiary and/or Trustee, each in its absolute and sole discretion, without obligation so to do, without releasing Trustor from any obligation, and with only such notice to or demand upon Trustor as may be reasonable under the then existing circumstances, but in no event exceeding ten (10) days prior written notice, may make or do the same in such manner and to such extent as either may deem necessary or appropriate. In connection therewith (without limiting their general powers, whether conferred herein, in another Loan Document or by law), Beneficiary and Trustee shall have and are hereby given the right, but not the obligation, (a) to enter upon and take possession of the Trust Estate; (b) to make additions, alterations, repairs and improvements to the Trust Estate that they or either of them may consider necessary or appropriate to keep the Trust Estate in good condition and repair; (c) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Beneficiary or Trustee; (d) to pay, purchase, contest or compromise any Lien or Encumbrance (as defined below) or alleged Lien or Encumbrance whether superior or junior to this Deed of Trust; and (e) in exercising such powers, to pay necessary expenses (including, without limitation, expenses of employment of counsel or other necessary or desirable consultants). Trustor shall, immediately upon demand therefor by Beneficiary and Trustee or either of them, pay to Beneficiary and Trustee an amount equal to all respective costs and expenses incurred by them in connection with the exercise by either Beneficiary or Trustee or both of the foregoing rights (including, without limitation, costs of evidence of title, court costs, appraisals, surveys and receiver's, trustee's and attorneys' fees) together with interest thereon from the date of such expenditures at the Agreed Rate.

1.12 Transfer of Trust Estate by Trustor. Trustor shall not allow any Transfer (as defined in the Loan Agreement) to occur. Trustor agrees that, in the event of any Transfer without the prior written consent of Beneficiary, in its sole and absolute discretion, Beneficiary shall have the absolute right, without prior demand or notice, to declare all of the Obligations immediately due and payable. Consent to one Transfer shall not be deemed to be a waiver of the right to require consent to future or successive Transfers. Trustor acknowledges that ~~Beneficiary has no obligation to consent to any Transfer and that if Beneficiary grants such~~ consent, Beneficiary may impose such conditions as Beneficiary may deem appropriate in Beneficiary's sole and absolute discretion, including, without limitation, the payment and performance in full of all of the Obligations or the delivery to Beneficiary of all net sales proceeds from any Transfer for application to the Obligations.

1.13 Eminent Domain. Trustor shall comply with the eminent domain requirements set forth in the Loan Agreement.

1.14 Additional Security. No other security now existing, or hereafter taken, to secure the obligations secured hereby shall be impaired or affected by the execution of this Deed of Trust. All security for the Obligations from time to time shall be taken, considered and held as cumulative. Any taking of additional security, execution of partial releases of the security, or any extension of the time of payment of, or modification of other terms of any of the Obligations shall not diminish the force, effect or lien of this Deed of Trust and shall not affect or impair the liability of any maker, guarantor, surety or endorser for the payment or performance of any of the Obligations. In the event Beneficiary at any time holds additional security for any of the Obligations, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before, concurrently with, or after a sale or realization is made hereunder.

1.15 Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the county in which the Trust Estate is located and by otherwise complying with the provisions of applicable law, substitute a successor or successors to any Trustee named herein or acting hereunder, and such successor(s) shall, without conveyance from the Trustee predecessor, succeed to all title, estate, rights, powers and duties of such predecessor. Such written instrument, upon recordation, shall be conclusive proof of proper substitution of such substitute or successor Trustee, and no further documentation, including any corporate resolution or other authorization shall be required to appoint a substitute or successor to any Trustee named herein.

1.16 Inspections. Beneficiary, and its agents, representatives officers, and employees, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts Beneficiary is authorized to perform hereunder or under the terms of any of the Loan Documents.

1.17 Ownership and Liens and Encumbrances. Trustor is, and as to any portion of the Trust Estate acquired hereafter will upon such acquisitions be, and shall remain the owner of the Trust Estate free and clear of any Liens and Encumbrances. Trustor shall not grant, shall not suffer to exist, and shall pay and promptly discharge, at Trustor's cost and expense, all Liens and Encumbrances and any claims thereof upon the Trust Estate, or any part thereof or interest therein. Trustor shall notify Beneficiary immediately in writing of any Lien or Encumbrance or claim thereof. ~~Trustor shall have the right to contest in good faith the validity of any involuntary Lien or Encumbrance, provided Trustor shall first deposit with Beneficiary a bond or other security satisfactory to Beneficiary in such amount as Beneficiary shall reasonably require, but not more than one hundred fifty percent (150%) of the amount of the claim, and provided further that if Trustor loses such contest, Trustor shall thereafter diligently proceed to cause such Lien or Encumbrance to be removed and discharged. If Trustor shall fail to remove and discharge any Lien or Encumbrance or claim thereof, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, after only such notice to Trustor as may be reasonable under the then existing circumstances, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such Lien or Encumbrance by depositing in a court a bond or the amount claimed or otherwise giving security for such claim, or by procuring such discharge in such manner as is or may be prescribed by law. Trustor shall, immediately upon demand therefor by Beneficiary, pay to Beneficiary an amount equal to all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing right to discharge any Lien or Encumbrance or claim thereof, together with interest thereon from the date of each such expenditure at the Agreed Rate. Such costs and expenses shall be secured by this Deed of Trust.~~ "Lien or Encumbrance" and "Liens and Encumbrances" mean, respectively, each and all of the following in respect of the Trust Estate: leases, other rights to occupy or use, mortgages, deeds of trust, pledges, security agreements, assignments, assignments as security, conditional sales, title retention arrangements or agreements, conditions, covenants, and restrictions, and other charges, liens, encumbrances, or adverse interests, whether voluntarily or involuntarily created and regardless of whether prior or subordinate to any estate, right, title, or interest granted to Trustee or Beneficiary in this Deed of Trust, excluding from the foregoing the Permitted Exceptions.

1.18 Trustee's Powers. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and without affecting the personal liability of any person for payment of the Obligations or the effect of this Deed of Trust upon the remainder of said Trust Estate, Trustee may (a) reconvey any part of said Trust Estate, (b) consent in writing to the making of any map or plat thereof, (c) join in granting any easement thereon, or (d) join in any extension agreement or any agreement subordinating the lien or charge hereof.

1.19 Beneficiary's Powers. Without affecting the liability of any Person liable for the payment of the Obligations herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Trust Estate not then or theretofore released as security for the Obligations, Beneficiary may, from time to time and without notice (a) release any person so liable, (b) extend the Obligations, (c) grant other indulgences, (d) release or

reconvey, or cause to be released or reconveyed, at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (e) take or release any other or additional security or any guaranty for any Obligation herein mentioned, or (f) make compositions or other arrangements with debtors in relation thereto.

1.20 Financial Statements. Trustor shall deliver to Beneficiary such financial statements, balance sheets, profit and loss statements, operating statements, income and expense statements and other financial information in such detail and at the times required by the Loan Agreement. All such statements shall be prepared in accordance with the requirements of the Loan Agreement. Beneficiary shall have the right to audit, inspect and copy all of Trustor's books and records, relating thereto.

1.21 Trade Names. At the request of Beneficiary from time to time, Trustor shall execute a certificate in form satisfactory to Beneficiary listing the trade names or fictitious business names under which Trustor intends to operate the Trust Estate or any business located thereon and representing and warranting that Trustor does business under no other trade names or fictitious business names with respect to the Trust Estate. Trustor shall immediately notify Beneficiary in writing of any change in said trade names or fictitious business names, and will, upon request of Beneficiary, authorize any additional financing statements and execute any certificates necessary to reflect the change in trade names or fictitious business names.

ARTICLE II ASSIGNMENT OF RENTS

2.01 Assignment of Rents. Trustor hereby absolutely and irrevocably assigns and transfers to Beneficiary all the Rents of the Trust Estate, and hereby gives to and confers upon Beneficiary the right, power and authority to collect the Rents. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Trustor or Beneficiary, for all Rents and apply the same to the payment of the Obligations in such order as Beneficiary shall determine. Trustor hereby authorizes and directs the lessees, tenants and occupants to make all payments under the Leases directly to Beneficiary upon written demand by Beneficiary, without further consent of Trustor; provided, however, that Trustor shall have the right to collect such Rents (but not more than one (1) month in advance unless the written approval of Beneficiary is first obtained), and to retain and enjoy same, so long as an Event of Default shall not have occurred hereunder or under the other Loan Documents. The assignment of the Rents of the Trust Estate in this Article II is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest.

2.02 Collection Upon an Event of Default. Upon the occurrence of an Event of Default, Beneficiary may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Obligations, enter upon and take possession of the Trust Estate, or any part thereof, and, with or without such entry or taking possession, in its own name sue for or otherwise collect the Rents

(including, without limitation, those past due and unpaid) and apply the same, less costs and expenses of operation and collection (including, without limitation, attorneys' fees) upon payment of the Obligations in such order as Beneficiary may determine. The collection of such Rents, or the entering upon and taking possession of the Trust Estate, or the application of the Rents as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default. ~~Trustor also hereby authorizes Beneficiary upon such entry, at its option, to take over and~~ assume the management, operation and maintenance of the Trust Estate and to perform all acts Beneficiary in its sole discretion deems necessary and proper and to expend such sums out of Rents as may be needed in connection therewith, in the same manner and to the same extent as Trustor theretofore could do (including, without limitation, the right to enter into new leases, collectively, the "Leases," to cancel, surrender, alter or amend the terms of, and/or renew existing leases and/or to make concessions to tenants). Trustor hereby releases all claims of any kind or nature against Beneficiary arising out of such management, operation and maintenance, excepting the liability of Beneficiary to account as hereinafter set forth.

2.03 Application of Rents. Upon such entry, Beneficiary shall, after payment of all property charges and expenses (including, without limitation, reasonable compensation to such managing agent as it may select and employ) and after the accumulation of a reserve to meet requisite amounts, credit the net amount of the Rents received by it to the Obligations, but the manner of the application of such net income and which items shall be credited shall be determined in the sole discretion of Beneficiary. Beneficiary shall not be accountable for more monies than it actually receives from the Trust Estate; nor shall it be liable for failure to collect Rents. Beneficiary shall make reasonable efforts to collect Rents, reserving, however, within its own absolute and sole discretion, the right to determine the method of collection and the extent to which enforcement of collection of Rents shall be prosecuted and Beneficiary's judgment shall be deemed conclusive and reasonable.

2.04 Mortgagee in Possession. It is not the intention of the parties hereto that an entry by Beneficiary upon the Premises under the terms of this instrument shall make Beneficiary a party in possession in contemplation of the law, except at the option of Beneficiary.

2.05 Indemnity. Trustor hereby agrees to indemnify and hold harmless Beneficiary for, from and against any and all losses, liabilities, obligations, claims, demands, damages, penalties, judgments, costs, and expenses, including legal fees and expenses, howsoever and by whomsoever asserted, arising out of or in any way connected with this assignment; and all such losses, liabilities, obligations, claims, demands, damages, penalties, judgments, costs and expenses shall be deemed added to the indebtedness secured hereby and shall be secured by any and all other instruments securing said indebtedness.

2.06 No Obligation to Perform. Nothing contained herein shall operate or be construed to obligate Beneficiary to perform any obligations of Trustor under any Lease (including, without limitation, any obligation arising out of any covenant of quiet enjoyment therein contained in the event the lessee under any such Lease shall have been joined as a party

defendant in any action to foreclose and the estate of such lessee shall have been thereby terminated). Prior to actual entry into and taking possession of the Premises by Beneficiary, this assignment shall not operate to place upon Beneficiary any responsibility for the operation, control, care, management or repair of the Trust Estate or any portion thereof, and the execution of this assignment by Trustor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Trust Estate is and shall be that of Trustor, prior to such actual entry and taking of possession.

2.07 Uniform Assignment of Rents Act. The assignment of rents pursuant to this Article II is subject to the Uniform Assignment of Rents Act (the "Rents Act") codified as NRS Chapter 107A, as amended or recodified from time to time, and in the event of any conflict or inconsistency between the provisions of this Article II and the provisions of the Rents Act, the provisions of the Rents Act shall control.

ARTICLE III SECURITY AGREEMENT

3.01 Creation of Security Interest. Trustor hereby grants to Beneficiary, a security interest in and to all the Personal Property.

3.02 Representations, Warranties and Covenants of Trustor. Trustor hereby represents, warrants and covenants (which representations, warranties and covenants shall survive creation of any indebtedness of Trustor to Beneficiary and any extension of credit thereunder) as follows:

(a) The Personal Property is not used or bought for personal, family or household purposes.

(b) The tangible portion of the Personal Property will be kept on or at the Premises or Improvements and Trustor will not, without the prior written consent of Beneficiary, remove the Personal Property or any portion thereof therefrom except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Trustor with similar items of greater value.

(c) At the request of Beneficiary, Trustor will authorize Beneficiary to file one or more financing statements and fixture filings pursuant to the Uniform Commercial Code of Nevada, in form satisfactory to Beneficiary and will pay the cost of recording and filing the same in all public offices wherever recording or filing is deemed by Beneficiary to be necessary or desirable.

(d) Trustor's principal place of business is set forth above. Trustor does not do business under any trade name except as previously disclosed in writing to Beneficiary. Trustor will immediately notify Beneficiary in writing of any change in its place of business or the adoption or change of any organizational name, trade name or fictitious business name, and will upon request of Beneficiary, authorize any additional

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financing statements or execute any other certificates necessary to reflect the adoption or change in trade name or fictitious business name. Trustor will also promptly notify Beneficiary (i) of any change of Trustor's organizational identification number, or (ii) if Trustor does not now have an organizational identification number and later obtains one, of such organizational identification number.

(c) Trustor shall immediately notify Beneficiary of any claim against the Personal Property adverse to the interest of Beneficiary therein.

3.03 Use of Personal Property by Trustor. Until the occurrence of an Event of Default hereunder or under any other Loan Document, Trustor may have possession of the Personal Property and use it in any lawful manner not inconsistent with this Deed of Trust and not inconsistent with any policy of insurance thereon.

3.04 Remedies Upon an Event of Default.

(a) In addition to the remedies provided in Section 4.02 hereof, upon the occurrence of an Event of Default hereunder, Beneficiary may, at its option, do any one or more of the following:

(i) Either personally, or by means of a court appointed receiver, take possession of all or any of the Personal Property and exclude therefrom Trustor and all others claiming under Trustor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Trustor with respect to the Personal Property or any part thereof. In the event Beneficiary demands, or attempts to take possession of the Personal Property in the exercise of any rights under this Deed of Trust, Trustor agrees to promptly turn over and deliver possession thereof to Beneficiary;

(ii) Without notice to or demand upon Trustor, make such payments and do such acts as Beneficiary may deem necessary to protect its security interest in the Personal Property (including, without limitation, paying, purchasing, contesting or compromising any Lien or Encumbrance, whether superior or inferior to such security interest) and in exercising any such powers or authority to pay all expenses (including, without limitation, litigation costs and reasonable attorney's fees) incurred in connection therewith;

(iii) Require Trustor from time to time to assemble the Personal Property, or any portion thereof, at a place designated by Beneficiary and reasonably convenient to both parties, and deliver promptly such Personal Property to Beneficiary, or an agent or representative designated by Beneficiary. Beneficiary, and its agents and representatives, shall have the right to enter upon any or all of Trustor's premises and property to exercise Beneficiary's rights hereunder;

(iv) Realize upon the Personal Property or any part thereof as herein provided or in any manner permitted by law and exercise any and all of the other rights and remedies conferred upon Beneficiary by this Deed of Trust, any other Loan Document, or by law, either concurrently or in such order as Beneficiary may determine;

~~(v) Sell or cause to be sold in such order as Beneficiary may determine, as a whole or in such parcels as Beneficiary may determine, the Personal Property and the remainder of the Trust Estate;~~

(vi) Sell, lease, or otherwise dispose of the Personal Property at public sale, upon terms and in such manner as Beneficiary may determine. Beneficiary may be a purchaser at any sale; and

(vii) Exercise any remedies of a secured party under the Uniform Commercial Code of Nevada or any other applicable law.

(b) Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Beneficiary shall give Trustor at least five (5) days' prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof to be made. Such notice may be mailed to Trustor at the address set forth in Section 5.05. If Beneficiary fails to comply with this Section 3.04(b) in any respect, its liability for such failure shall be limited to the liability (if any) imposed on it as a matter of law under the Uniform Commercial Code of Nevada.

(c) The proceeds of any sale under Section 3.04(a)(iv) shall be applied as follows:

(i) To the repayment of the reasonable costs and expenses of taking, holding, and preparing for the sale and the selling of the Personal Property (including, without limitation, costs of litigation and attorneys' fees) and the discharge of all Impositions, Liens and Encumbrances, and claims thereof, if any, on the Personal Property prior to the security interest granted herein (except any Impositions or Liens and Encumbrances subject to which such sale shall have been made);

(ii) To the payment of the Obligations in such order as Beneficiary shall determine; and

(iii) The surplus, if any, shall be paid to the Trustor or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

Beneficiary shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to estop or prevent Beneficiary from

pursuing any further remedy that it may have. Any repossession or retaking or sale of the Personal Property pursuant to the terms hereof shall not operate to release Trustor until full payment of any deficiency has been made in cash.

(d) Beneficiary may comply with any applicable state or federal law or regulatory requirements in connection with a disposition of the Personal Property and ~~such compliance will not be considered to affect adversely the commercial reasonableness of any sale of the Personal Property.~~

(e) Beneficiary may sell the Personal Property without giving any warranties as to such property, and may specifically disclaim any warranties of title, merchantability, fitness for a particular purpose or the like, and this procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Personal Property.

(f) Trustor acknowledges that a private sale of the Personal Property may result in less proceeds than a public sale.

(g) Trustor acknowledges that the Personal Property may be sold at a loss to Trustor and that, in such event, Beneficiary shall have no liability or responsibility to Trustor for such loss.

3.05 Security Agreement. This Deed of Trust constitutes and shall be deemed to be a "security agreement" for all purposes of the Uniform Commercial Code of Nevada and Beneficiary shall be entitled to all the rights and remedies of a "secured party" under such Uniform Commercial Code of Nevada.

3.06 Fixture Filing. Upon its recording in the real property records, this Deed of Trust shall be effective as a financing statement filed as a fixture filing. This Deed of Trust shall also be effective as a financing statement covering as extracted collateral (including oil and gas), accounts and general intangibles under the Uniform Commercial Code of Nevada and the Uniform Commercial Code as in effect from time to time in any other state where the Property is situated. In addition, a carbon, photographic or other reproduced copy of this Deed of Trust and/or any financing statement relating hereto shall be sufficient for filing and/or recording as a financing statement. The filing of any other financing statement relating to any personal property, rights or interests described herein shall not be construed to diminish any right or priority hereunder.

3.07 Authorization to File Financing Statements; Power of Attorney. Trustor hereby authorizes Beneficiary at any time and from time to time to file any initial financing statements, amendments thereto, and continuation statements with or without signature of Trustor as authorized by applicable law, as applicable to the Trust Estate. For purposes of such filing, Trustor agrees to furnish any information requested by Beneficiary promptly upon request by Beneficiary. Trustor also ratifies its authorization for Beneficiary to have filed any like initial financing statements, amendments thereto, or continuation statements if filed prior

to the date of this Deed of Trust. Trustor hereby irrevocably constitutes and appoints Beneficiary and any officer or agent of Beneficiary, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Trustor or in Trustor's own name to execute in Trustor's name any such documents and to otherwise carry out the purposes of this Section 3.07, to the extent that Trustor's authorization above is not sufficient. To the extent permitted by law, Trustor hereby ratifies and affirms all acts said attorneys-in-fact shall lawfully do, have done in the past, or caused to be done in the future by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

ARTICLE IV REMEDIES UPON DEFAULT

4.01 Events of Default. Each of the following shall constitute an event of default ("Event of Default");

(a) The occurrence of any Event of Default, as such term is defined in the Loan Agreement or any other Loan Document.

(b) The occurrence of any Transfer, unless prior to such Transfer the Beneficiary has delivered to Trustor its written consent to such Transfer.

(c) If Trustor or any other "borrower" (as that term is defined in NRS Section 106.310, as amended or recodified from time to time) who may send a notice pursuant to NRS Section 106.380(1), as amended or recodified from time to time, with respect to this Deed of Trust; (i) delivers, sends by mail or otherwise gives, or purports to deliver, send by mail or otherwise give to Beneficiary: (A) any notice of an election to terminate the operation of this Deed of Trust as security for any Obligation, including, without limitation, any obligation to repay any "future advance" (as defined in NRS Section 106.320, as amended or recodified from time to time) of "principal" (as defined in NRS Section 106.345, as amended or recodified from time to time), or (B) any other notice pursuant to NRS Section 106.380(3), as amended or recodified from time to time, (ii) records a statement pursuant to NRS Section 106.380(3), as amended or recodified from time to time, or (iii) causes this Deed of Trust, any Obligation, or Beneficiary to be subject to NRS Sections 106.380(2), 106.380(3) or 106.400, as amended or recodified from time to time.

4.02 Acceleration Upon Default; Additional Remedies. Upon the occurrence of an Event of Default, Beneficiary may, at its option, declare all or any part of the Obligations immediately due and payable without any presentment, demand, protest or notice of any kind. Beneficiary may, in addition to the exercise of any or all of the remedies specified in Section 3.04:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of

its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or any part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the Rents, or any part thereof, including, without limitation, those past due and unpaid, and apply the same, less costs and expenses of operation and collection (including, without limitation, attorneys' fees) upon the Obligations, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such Rents and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of all or any portion of the Trust Estate or the collection, receipt and application of Rents, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Documents or by law upon occurrence of any Event of Default, including, without limitation, the right to exercise the power of sale;

(b) Commence an action to foreclose the lien of this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Exercise of the power of sale herein contained and deliver to Trustee a written statement of breach, notice of default and election to cause Trustor's interest in the Trust Estate to be sold; or

(d) Exercise all other rights and remedies provided herein, in any Loan Document or other document or agreement now or hereafter securing or guarantying all or any portion of the Obligations, or by law.

4.03 Exercise of Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require. To the extent the obligation secured hereby arises from a commitment of Beneficiary to make future advances either to Trustor or a third party or extend credit subsequent to the recordation of a notice of default hereunder, the sums secured hereby shall also include the amount of such commitment to make future advances or extend credit, and subject to acceleration as provided in the previous paragraph. The Trustee shall pay such amount at such time as it pays all other sums secured hereby and the Beneficiary shall hold same as additional collateral for the obligation secured hereby, at such interest as is available to Beneficiary's customers in an insured deposit account with no restrictions on withdrawal.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, mailed or delivered to Trustor such notice of default and election to sell as is then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of

such notice of default and after notice of sale has been given as required by law, sell the Trust Estate at time and place of sale, in the County in which the Premises is located, fixed by it in such notice of sale, either as a whole, or in separate lots or parcels, and in such order as it may determine, at public auction, to the highest bidder for cash in lawful money of the United States payable at the time of sale. If the Premises consists of more than one lot or parcel, the lots or parcels may be sold separately, together or in any combination, and in such order as Beneficiary determines, at the sole discretion of the Beneficiary. Trustor waives the right to direct the order in which the Premises may be sold when it consists of more than one lot or parcel. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation Trustor or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers. If allowed by law, Beneficiary, if it is the purchaser, may turn in the Note at the amount owing thereon toward payment of the purchase price (or for endorsement of the purchase price as a payment on the Note if the amount owing thereon exceeds the purchase price). Trustor hereby expressly waives any right of redemption after sale that Trustor may have at the time of sale or that may apply to the sale.

(b) After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(c) Subject to NRS 107.080, Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or by subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement; or Trustee may, in its discretion, give a new notice of sale. Beneficiary may rescind any such notice of default at any time before Trustee's sale by executing a notice of rescission and recording the same. The recordation of such notice shall constitute a cancellation of any prior declaration of default and demand for sale and of any acceleration of maturity of the Indebtedness affected by any prior declaration or notice of default. The exercise by Beneficiary of the right of rescission shall not constitute a waiver of any default and demand for sale, or notices of default and of election to cause the Premises to be sold, nor otherwise affect the Note or this Deed of Trust, or any of the rights, obligations or remedies of Beneficiary or Trustee hereunder.

(d) To the extent that such rights may then be lawfully waived, Trustor hereby covenants that it will not at any time insist upon or plead or in any manner whatever claim or take any benefit or advantage of: (i) any stay or extension or moratorium law

now or at any time hereafter in force; (ii) any law now or hereinafter in force providing for the valuation or appraisal of the Trust Estate or any part thereof prior to any sales thereof to be made pursuant to any provisions herein contained or pursuant to the decree, judgment, or order of any court of competent jurisdiction; and (iii) any law now or at any time hereafter made or enacted granting a right to redeem the Trust Estate so sold or any part thereof. To the extent permitted by law, Trustor expressly waives for itself and on behalf of each and every person acquiring any interest in or title to the Trust Estate or any part thereof, subsequent to the date of this Deed of Trust, all benefit and advantage of any such law or laws and covenants that it will not invoke or utilize and such law or laws or otherwise hinder, delay, or impede the execution of any power herein granted and delegated to Beneficiary, but will suffer and permit the execution of every such power as though no such law or laws have been made or enacted.

4.04 Personal Property. It is the express understanding and intent of the parties that as to any personal property interests subject to Chapter 9 of the Uniform Commercial Code of Nevada, Beneficiary, upon an Event of Default, may proceed under such Uniform Commercial Code of Nevada or may proceed as to both real and personal property interests in accordance with the provisions of this Deed of Trust and its rights and remedies in respect to real property, as specifically permitted under NRS Section 105.9604, and treat both real and personal property interests as one parcel or package of security.

4.05 Appointment of Receiver. Upon the occurrence of an Event of Default, Beneficiary, as a matter of right and without notice to Trustor or any one claiming under Trustor, and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided herein and shall continue as such and exercise all such powers until the later of the date of confirmation of sale of the Trust Estate or the date of expiration of any redemption period unless such receivership is sooner terminated. Without limiting the generality of above, the receiver shall have the power to (i) enter on and take immediate possession of the Premises; (ii) protect and preserve the Trust Estate; (iii) operate the Premises prior to and during any foreclosure proceedings; (iv) collect the Rents and apply the proceeds, over and above the costs of the receivership, to the indebtedness secured hereby; (v) in its own name or in the name of Trustor sue for or otherwise collect any and all Rents, including those that are past due; (vi) enter into, enforce, modify or cancel leases on such terms and conditions as Beneficiary may consider proper; (vii) obtain and evict tenants; (viii) fix or modify Rents; (ix) complete any unfinished construction and contract for and make repairs and alterations; (x) perform such acts of cultivation or irrigation as necessary to conserve the value of the Premises; (xi) advance funds to keep current any liens, if any, taxes and assessments encumbering the Premises which are senior to any lien arising under this Deed of Trust; (xii) apply, obtain and pay any reasonable fees for any lawful license, permit or other governmental approval relating to the Premises or the operation thereof; (xiii) take possession and control of all the records, correspondence, insurance policies, books and accounts of Trustor and the

Trust Estate; (xiv) open all mail and other correspondence received in connection with the Premises whether addressed to Trustor or otherwise; (xv) access all office equipment used by Trustor in connection with the development, construction, improvement, leasing, sales, marketing and/or conveyance of the Premises, including all computer equipment, all software programs and passwords, and any other information, data, equipment or items necessary for the operation of Trustor's business with respect to the Premises, whether in the possession and control of Trustor or its agents, servants or employees; ~~(xvi) hire, employ, pay and terminate~~ servants, agents, employees, clerks and accountants, purchase materials, supplies advertising and other services at ordinary and usual rates and prices; (xvii) market, sell and/or convey the Premises, including the right and power to execute and deliver any and all necessary documents to consummate any sale of the Premises including, but not limited to, any contracts, deeds and, if the Premises is sold with the Loan in place to a party assuming the Loan on terms satisfactory to Beneficiary, Loan assumption and modification documents; and (xviii) engage one or more third parties or affiliates to act as broker in marketing or selling the Premises with the costs of such broker(s) being paid on a commercially reasonable leasing commission basis as may be approved by the sole discretion of Beneficiary. Any proposed sale of the Premises in connection with (xvii) and (xviii) above which would provide to Beneficiary less than the full amount of the indebtedness owed by Trustor shall be subject to Beneficiary's prior written approval in its sole and absolute discretion.

4.06 Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any and all of the Obligations and to exercise all rights and powers under the Loan Documents and under the law now or hereafter in effect, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured or guaranteed. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other rights herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security or guaranty now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them shall be entitled to enforce this Deed of Trust and any other security or any guaranty now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing under the law. Every power or remedy given by any of the Loan Documents or by law to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and, to the extent permitted by law, either of them may pursue inconsistent remedies.

4.07 Request for Notice. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in Section 5.05.

4.08 Acceptance of Sums After Default. The acceptance by Beneficiary of any sum in payment, or part payment, of the Obligations, after the same is due or after the giving of any

notice of default, or the giving or recording of any notice of breach, or after giving of any notice of sale, shall not constitute a waiver of the right to require prompt payment, when due, of all other sums so secured, nor shall such acceptance cure or waive any remaining Event of Default, except as otherwise provided by applicable law, or invalidate any sale held pursuant to such notice for any such remaining Event of Default, or prejudice any of the rights of Beneficiary under this Deed of Trust. Notwithstanding anything to the contrary contained in ~~this Deed of Trust or in any other agreement securing the Note and without limiting the~~ generality of this Section 4.08, in the case of any Event of Default, Beneficiary may accept payments or performance of any obligations due hereunder without thereby waiving the existence of such Event of Default if the payment or performance is not sufficient to completely cure such Event of Default.

ARTICLE V MISCELLANEOUS

5.01 Change, Discharge, Termination, or Waiver. No provision of this Deed of Trust may be changed, discharged, terminated, or waived except in a writing signed by the party against whom enforcement of the change, discharge, termination, or waiver is sought. No failure on the part of Beneficiary to exercise and no delay by Beneficiary in exercising any right or remedy under the Loan Documents or under the law shall operate as a waiver thereof.

5.02 Trustor Waiver of Rights. Trustor waives, to the extent permitted by law, (a) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisal before sale of any portion of the Trust Estate, and (b) all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the Obligations and marshaling in the event of foreclosure of the liens hereby created, and (c) all rights and remedies that Trustor may have or be able to assert by reason of the laws of the State of Nevada pertaining to the rights and remedies of sureties.

5.03 Statements by Trustor. Trustor shall, within ten (10) days after written notice thereof from Beneficiary, deliver to Beneficiary a written statement stating the unpaid principal of and interest on the Note and any other amounts secured by this Deed of Trust and stating whether any offset or defense exists against such principal and interest or such other amounts.

5.04 Reconveyance by Trustee. Upon written request of Beneficiary stating that all Obligations have been satisfied in full, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or to the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

5.05 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including electronic transmission, facsimile transmission or similar writing)

and shall be given to such party at its address or facsimile number set forth on the signature pages hereof. Each such notice, request or other communication shall be effective (i) if given by facsimile transmission, when transmitted to the facsimile number specified in this Section and confirmation of receipt is received, (ii) if given by mail, three (3) days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, (iii) if given by reputable overnight delivery service, when delivered, or (iv) if given by any other means, when delivered (or, in the case of electronic transmission, received) at the address specified below.

To Beneficiary: WESTERN ALLIANCE BANK
2700 West Sahara Avenue
Las Vegas, Nevada 89102
Attention: Pam Acosta

To Trustor: Seventy Acres LLC
1215 South Fort Apache, Suite 120
Las Vegas Nevada, 89117

5.06 Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

5.07 Captions and References. The headings at the beginning of each section of this Deed of Trust are solely for convenience and are not part of this Deed of Trust. Unless otherwise indicated, each reference in this Deed of Trust to a section or an exhibit is a reference to the respective section herein or exhibit hereto.

5.08 Invalidity of Certain Provisions. If any provision of this Deed of Trust is unenforceable, the enforceability of the other provisions shall not be affected and they shall remain in full force and effect. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust.

5.09 Subrogation. To the extent that proceeds of the Note are used to pay any outstanding lien, charge or prior encumbrance against the Trust Estate, such proceeds have been or will be advanced by Beneficiary at Trustor's request and Beneficiary shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

5.10 Attorneys' Fees. If any or all of the Obligations are not paid when due or if an Event of Default occurs, Trustor agrees to pay all costs of enforcement and collection and preparation therefore (including, without limitation, reasonable attorney's fees) whether or not any action or proceeding is brought (including, without limitation, all such costs incurred in connection with any bankruptcy, receivership, or other court proceedings (whether at the trial or appellate level)), together with interest therein from the date of demand at the Agreed Rate.

5.11 GOVERNING LAW; VENUE; JURISDICTION. THIS DEED OF TRUST HAS BEEN DELIVERED IN NEVADA, AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEVADA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES. THE COURTS OF NEVADA, FEDERAL OR STATE, SHALL HAVE EXCLUSIVE JURISDICTION OF ALL LEGAL ACTIONS ARISING OUT OF THIS DEED OF TRUST. BY EXECUTING THIS DEED OF TRUST, TRUSTOR CONSENTS AND SUBMITS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS OF NEVADA.

5.12 JURY WAIVER. TRUSTOR WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH TRUSTOR AND BENEFICIARY MAY BE PARTIES, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO, THIS DEED OF TRUST, THE NOTE OR ANY OF THE OTHER LOAN DOCUMENTS. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTION OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS DEED OF TRUST. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY TRUSTOR, AND TRUSTOR HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. TRUSTOR FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS DEED OF TRUST AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT TO BENEFICIARY TO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE OTHER LOAN DOCUMENTS.

5.13 Joint and Several Obligations. If this Deed of Trust is signed by more than one party as Trustor, all obligations of Trustor herein shall be the joint and several obligations of each party executing this Deed of Trust as Trustor.

5.14 Number and Gender. In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter gender and vice versa, if the context so requires.

5.15 Loan Statement Fees. Trustor shall pay the amount demanded by Beneficiary or its authorized loan servicing agent for any statement regarding the Obligations, provided, however, that such amount may not exceed the maximum amount allowed by law at the time request for the statement is made.

5.16 Counterparts. This document may be executed and acknowledged in counterparts, ~~all of which executed and acknowledged counterparts shall together constitute a single document.~~ Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to form physically one document, which may be recorded.

5.17 No Merger of Lease. If both the lessor's and lessee's estate under any lease or any portion thereof which constitutes a part of the Trust Estate shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger unless Beneficiary so elects as evidenced by recording a written declaration executed by Beneficiary so stating, and, unless and until Beneficiary so elects, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Trust Estate pursuant to the provisions hereof, any leases or subleases then existing and affecting all or any portion of the Trust Estate shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

5.18 Representations and Warranties. Trustor represents and warrants to Beneficiary that:

(a) Trustor is the lawful owner of the Trust Estate free and clear of all Liens and Encumbrances and holds a fee simple estate interest in the Premises and Improvements, subject only to the Permitted Exceptions and that Trustor has full right, power and authority to convey and mortgage the same and to execute this Deed of Trust;

(b) Trustor's exact legal name is correctly set forth in the introductory paragraph of this Deed of Trust;

(c) If any Trustor is not an individual, such Trustor is an organization of the type and (if not an unregistered entity) is incorporated in or organized under the laws of the state specified in the introductory paragraph of this Deed of Trust;

(d) If any Trustor is an unregistered entity (including, without limitation, a general partnership), such Trustor is organized under the laws of the state specified in the introductory paragraph of this Deed of Trust; and

(e) Trustor's organizational identification number, if any, assigned by the state of incorporation or organization is correctly set forth on the first page of this Deed of Trust.

5.19 Integration. The Loan Documents contain the complete understanding and agreement of Trustor and Beneficiary and supersede all prior representations, warranties, ~~agreements, arrangements, understandings, and negotiations.~~

5.20 Binding Effect. The Loan Documents will be binding upon, and inure to the benefit of, Trustor, Trustee and Beneficiary and their respective successors and assigns. Trustor may not delegate its obligations under the Loan Documents.

5.21 Time of the Essence. Time is of the essence with regard to the each provision of the Loan Documents as to which time is a factor.

5.22 Amendments. This Deed of Trust may not be modified or amended except by an agreement in writing, signed by the party against whom enforcement of the change is sought. No course of dealing or conduct by or among Beneficiary, Trustee and Trustor shall be effective to amend, modify or change any provisions of this Deed of Trust or the other Loan Documents.

5.23 Survival. The representations, warranties, and covenants of the Trustor and the Loan Documents shall survive the execution and delivery of the Loan Documents and the making of the Loan.

5.24 Incorporation. To the extent not inconsistent with any other provision of this Deed of Trust or any other Loan Document, the following numbered covenants of NRS Section 107.030 are hereby adopted and made a part of this Deed of Trust by reference, the parenthetical wording following certain covenant numbers representing the wording to be included in the blank area of the respective numbered covenant which is hereby incorporated: 1; 2 (the full replacement value); 3; 4 (the Agreed Rate); 5; 6; 7 (a reasonable); 8; and 9.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

SEVENTY ACRES LLC,
a Nevada limited liability company

By Its Manager:

EHB Companies LLC,
a Nevada limited liability company

By Its Managers:

Yohan Lowie

Vickie DeHart

Frank Pankratz

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this 12th day of November, 2015, by Yohan Lowie, as Manager of EHB Companies LLC, a Nevada limited liability company, the Manager of Seventy Acres LLC, a Nevada limited liability company.

Cynthia Callegaro
Notary Public CYNTHIA CALLEGARO
My commission expires: 3-22-2019



Signed: Yohan +
Vickie DeHart
Frank Pankratz

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

SEVENTY ACRES LLC,
a Nevada limited liability company

By Its Manager:

EHB Companies LLC,
a Nevada limited liability company

By Its Managers:

Yohan Lowie

Vickie DeHart

Frank Pankratz

CLARIFICATION COPY

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of November, 2015, by Yohan Lowie, as Manager of EHB Companies LLC, a Nevada limited liability company, the Manager of Seventy Acres LLC, a Nevada limited liability company.

Notary Public
My commission expires: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this 12th day of November, 2015, by Vickie DeHart, as Manager of EHB Companies LLC, a Nevada limited liability company, the Manager of Seventy Acres LLC, a Nevada limited liability company.



Cynthia Callegaro
Notary Public CYNTHIA CALLEGARO
My commission expires: 3-22-2019

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this 12th day of November, 2015, by Frank Pankratz, as Manager of EHB Companies LLC, a Nevada limited liability company, the Manager of Seventy Acres LLC, a Nevada limited liability company.



Cynthia Callegaro
Notary Public CYNTHIA CALLEGARO
My commission expires: 3-22-2019

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL I

LOT 2 AS SHOWN BY MAP THEREOF ON FILE IN FILE 120 OF PARCEL MAPS, PAGE 49, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND THEREAFTER AMENDED BY CERTIFICATE OF AMENDMENT RECORDED JULY 2, 2015 IN BOOK 20150702 AS INSTRUMENT NO. 01264 OF OFFICIAL RECORDS.

PARCEL II

AN EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN THAT CERTAIN EASEMENT AGREEMENT RECORDED FEBRUARY 9, 1996 IN BOOK 960209 AS INSTRUMENT NO. 00567, OFFICIAL RECORDS



EXHIBIT B**DESCRIPTION OF PERSONAL PROPERTY**

(a) All personal property (including, without limitation, all goods, supplies, equipment, furniture, furnishings, fixtures, machinery, inventory, and construction materials and software embedded in any of the foregoing) in which Trustor now or hereafter acquires an interest or right, which is now or hereafter located on or affixed to the Premises or the Improvements or used or useful in the operation, use, or occupancy thereof or the construction of any Improvements thereon, together with any interest of Trustor in and to personal property which is leased or subject to any superior security interest, and all books, records, leases and other agreements, documents, and instruments of whatever kind or character, relating to the Premises, Improvements, or such personal property;

(b) All fees, income, rents, issues, profits, earnings, receipts, royalties, and revenues which, after the date hereof and while any portion of the Obligations remains unpaid or unperformed, may accrue from such personal property or any part thereof or from the Premises, the Improvements or any other part of the Trust Estate, or which may be received or receivable by Trustor from any hiring, using, letting, leasing, subhiring, subletting, subleasing, occupancy, operation, or use thereof;

(c) All of Trustor's present and future rights to receive payments of money, services, or property, including, without limitation, rights to all deposits from tenants of the Premises or Improvements, rights to receive capital contributions or subscriptions from Trustor's partners or shareholders, amounts payable on account of the sale of partnership interests in Trustor or the capital stock of Trustor, accounts and other accounts receivable, deposit accounts, chattel paper (whether tangible or electronic), notes, drafts, contract rights, instruments, general intangibles, and principal, interest and payments due on account of goods sold or leased, services rendered, loans made or credit extended, together with title to or interest in all agreements, documents, and instruments, evidencing, securing or guarantying the same;

(d) All other intangible property (and related software) and rights relating to the Premises, the Improvements, the personal property described in Paragraph (a) above or the operation, occupancy, or use thereof, including, without limitation, all governmental and non-governmental permits, licenses, and approvals relating to construction on or operation, occupancy, or use of the Premises or Improvements, all names under or by which the Premises or Improvements may at any time be operated or known, all rights to carry on business under any such names, or any variant thereof, all trade names and trademarks relating in any way to the Premises or the Improvements, and all good will and software in any way relating to the Premises or the Improvements;

(e) Trustor's rights under all insurance policies covering the Premises, the Improvements, the Personal Property, and the other parts of the Trust Estate and any and all proceeds, loss payments, and premium refunds payable regarding the same;

(f) All reserves, deferred payments, deposits, refunds, cost savings, and payments of any kind relating to the construction of any Improvements on the Premises;

for taxes or premiums of any insurance, equipment, fixtures, furnishings, inventory and supplies, landscaping equipment, tools and supplies, computer or other control systems, accounts receivable for expenditures and any other payments, and related facilities owned by Trustor and located on the Premises, together with all present and future attachments, accessions, replacements, additions, products and proceeds thereof;

(r) All of Trustor's rights as a declarant, developer, or otherwise, including, without limitation, all voting and other rights under all covenants, conditions, and restrictions affecting the Premises, the Improvements, or the master planned community of which the Premises are a part, whether now existing or hereafter arising;

(s) All of Trustor's rights in all plans, specifications, plats, agreements, assessments, reports, and surveys related to the Premises;

(t) All proceeds of any of the foregoing.

As used in this Exhibit B the terms "Obligations," "Note," "Trust Estate," "Premises," "Improvements," "Loan Agreement," and "Personal Property" shall have the meanings set forth in the Deed of Trust to which this Exhibit B is attached.

Assigned all
profits

APNs: 138-31-713-002
138-31-610-002
138-31-212-002

Recording Requested By
and When Recorded Return To:

NLV LLC
9101 Alta Drive, Unit 107
Las Vegas, NV 89145

Attention: Thomas Spiegel

15540036 S65

Inst #: 20150302-0003807

Fees: \$50.00

N/C Fee: \$0.00

03/02/2015 03:02:19 PM

Receipt #: 2332596

Requestor:

TICOR TITLE LAS VEGAS

Recorded By: ANI Pgs: 34

DEBBIE CONWAY

CLARK COUNTY RECORDER

Recorder's Use

DEED OF TRUST AND FIXTURE FILING
(With Assignment of Rents and Security Agreement)

THIS DEED OF TRUST AND FIXTURE FILING (With Assignment of Rents and Security Agreement) (as it may be amended and modified from time to time, the "Deed of Trust") is made as of February 26, 2015, by and among **FORE STARS LTD.**, a Nevada limited liability company, whose mailing address is 9755 W. Charleston Blvd., Las Vegas, Nevada 89117 ("Trustor"), Ticor Title of Nevada, Inc., a Nevada corporation, whose mailing address is 8379 W. Sunset Road, Suite 220, Las Vegas, Nevada 89113 ("Trustee"), and NLV LLC, a Nevada limited liability company ("Beneficiary"), whose mailing address is 9101 Alta Drive #107, Las Vegas, Nevada 89145.

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth in that certain real property located in the County of Clark, State of Nevada, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Premises");

TOGETHER WITH any and all buildings and other improvements now or hereafter erected on the Premises, including, without limitation, fixtures, attachments, appliances, equipment, machinery, and other personal property attached to such buildings and other improvements (the "Improvements"), all of which shall be deemed and construed to be a part of the real property;

TOGETHER WITH all rents, issues, profits, damages, royalties, income and other benefits now or hereafter derived from the Premises and the Improvements (collectively the "Rents"), subject to the terms and provisions of Article II of this Deed of Trust with respect to all leases and subleases of the Premises or Improvements now or hereafter existing or entered into,

or portions thereof, granted by Trustor, and further subject to the right, power and authority hereinafter given to Trustor to collect and apply such Rents;

TOGETHER WITH all interests, estates or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Premises or the Improvements;

TOGETHER WITH all easements, rights-of-way and other rights now owned or hereafter acquired by Trustor used in connection with the Premises or the Improvements or as a means of access thereto (including, without limitation, all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances thereof and thereto) and all water and water rights and shares of stock evidencing the same;

TOGETHER WITH all rights of Trustor under any covenants, conditions, and restrictions affecting the Premises, the Improvements, or the master planned community of which the Premises and the Improvements are a part, whether now existing or hereafter arising, including, without limitation, all voting rights, declarant's rights, developer rights, developmental rights, and similar rights arising under any such covenants, conditions, and restrictions (collectively, the "CC&R's");

TOGETHER WITH all rights (but none of the obligations) of Trustor under any agreements affecting the Premises, the Improvements, or the master planned community of which the Premises and the Improvements are a part, whether now existing or hereafter arising (collectively, the "Other Agreements");

TOGETHER WITH all leasehold estate, right, title and interest of Trustor in and to all leases or subleases covering the Premises or the Improvements or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, including, without limitation, all rights of Trustor against guarantors thereof, all cash or security deposits, advance rentals, and deposits or payments of similar nature (collectively, the "Leases");

TOGETHER WITH all right, title and interest now owned or hereafter acquired by Trustor in and to any greater estate in the Premises or the Improvements;

TOGETHER WITH all right, title, and interest of Trustor in (i) the property and interests in property described on Exhibit B attached hereto and incorporated herein by reference, (ii) all other personal property now or hereafter owned by Trustor that is now or hereafter located on or used in connection with the Premises or the Improvements, (iii) all other rights and interests of Trustor now or hereafter held in personal property that is now or hereafter located on or used in connection with the Premises or the Improvements, (iv) all personal property and rights and interests in personal property of similar type or kind hereafter acquired by Trustor, and (v) all proceeds thereof (such personal property and proceeds are referred to herein collectively as the "Personal Property");

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed,

adjoining the Premises, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Premises;

TOGETHER WITH all the estate, interest, right, title, other claim or demand, both in law and in equity (including, without limitation, claims or demands with respect to the proceeds of insurance in effect with respect thereto) that Trustor now has or may hereafter acquire in the Premises, the Improvements, the Personal Property, or any other part of the Trust Estate (as defined below), and any and all awards made for the taking by eminent domain, or by any proceeding of purchase in lieu thereof, of the whole or any part of the Trust Estate (including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages);

TOGETHER WITH all proceeds of the foregoing.

The Premises, the Improvements, the Rents, the Leases, the Personal Property, and the entire estate, property, right, title and interest hereby conveyed to Trustee may hereafter be collectively referred to as the "Trust Estate."

FOR THE PURPOSE OF SECURING (in such order of priority as Beneficiary may elect) the following (the "Obligations"):

- (a) Agreement Among Members. Payment of indebtedness upon the occurrence of a Default Event under the Agreement Among Members, dated as of even date herewith, between P.V.D. Nevada Family Limited Partnership, a Nevada limited partnership ("PVD"), Y.M.L. Nevada Family Limited Partnership, a Nevada limited partnership ("YML"), and Beneficiary (as amended, modified, extended and renewed from time to time, the "Agreement Among Members"), as evidenced by that certain Promissory Note of even date herewith (as amended, modified, extended, and renewed from time to time, the "Note"), executed by PVD and YML, as Maker ("Maker"), and payable to the Beneficiary, as Lender; and
- (b) Other Obligations Secured. Payment of all sums advanced by Beneficiary to protect the Trust Estate or otherwise owing by Trustor to Beneficiary under this Deed of Trust, with interest thereon equal to the Default Rate (as defined in the Bank Loan Agreement referenced in the Agreement Among Members) (which rate of interest is hereinafter referred to as the "Agreed Rate").

This Deed of Trust, the Note, the Agreement Among Members, and any other deeds of trust, mortgages, agreements, guaranties or other instruments given to evidence or further secure the payment and performance of any or all of the Obligations, as the foregoing may be amended, modified, extended, or renewed from time to time may hereinafter be collectively referred to as the "Loan Documents". Capitalized terms as used in this Deed of Trust and not otherwise defined are used with the meanings set forth in the Agreement Among Members. Any term used or defined in the Uniform Commercial Code of Nevada (Nevada Revised Statutes ("NRS") Chapters 104 and 104A, as amended from time to time ("Uniform Commercial Code of Nevada"), and not defined in this Deed of Trust, has the meaning given to the term in the Uniform Commercial Code of Nevada, when used in this Deed of Trust. Notwithstanding

anything to the contrary herein or in any other Loan Document, in no event shall this Deed of Trust be deemed given to secure the obligations of Borrower, or any other "Indemnitor" thereunder, arising under any environmental indemnity agreement made in respect of the Premises, or the obligations of any "Guarantor" under any guaranty given in support of the Obligations, or any other obligor under an instrument given to further secure the Obligations, notwithstanding the fact that such indemnity, guaranty or instrument shall constitute Loan Documents as herein defined.

This Deed of Trust is governed by NRS Sections 106.300 to 106.400. This Deed of Trust shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Premises given priority by law.

TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE I
COVENANTS AND AGREEMENTS OF TRUSTOR

1.01 Payment and Performance of Secured Obligations. Trustor shall pay when due and/or perform each of the Obligations. Without limiting the application of NRS Chapter 106, funds disbursed that, in the reasonable exercise of Beneficiary's judgment, are needed to complete the Improvements or to protect Beneficiary's security are to be deemed obligatory advances hereunder and will be added to the total indebtedness evidenced by the Note and secured by this Deed of Trust and this indebtedness shall be increased accordingly.

1.02 Maintenance, Repair, Alterations. Trustor shall keep the Trust Estate in good condition and repair. Trustor shall not remove, demolish, or substantially alter any of the Improvements, except with the prior written consent of Beneficiary. Trustor shall complete promptly and in a good and workmanlike manner any Improvement that may be now or hereafter constructed on the Premises and promptly restore in like manner any Improvements that may be damaged or destroyed from any cause whatsoever and pay when due all claims for labor performed and materials furnished therefor. Trustor shall comply with all Requirements (as defined below) and shall not suffer to occur or exist any violation of any Requirement. Trustor shall not commit or permit any waste or deterioration of the Trust Estate, and, to the extent required by law, shall keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair. Trustor shall perform its obligations under each Lease, the CC&R's and the Other Agreements. "Requirement" and "Requirements" mean, respectively, each and all obligations and requirements now or hereafter in effect by which Trustor or the Trust Estate are bound or which are otherwise applicable to the Trust Estate, construction of any Improvements on the Trust Estate, or operation, occupancy or use of the Trust Estate (including, without limitation, (i) such obligations and requirements imposed by common law or any law, statute, ordinance, regulation, or rule (federal, state, or local), and (ii) such obligations and requirements of, in, or in respect of (A) any consent, authorization, license, permit, or approval relating to the Trust Estate, (B) any condition, covenant, restriction, easement, or right-of-way reservation applicable to the Trust Estate, (C) any Lien or Encumbrance, (D) any other agreement, document, or instrument to which Trustor is a party or by which Trustor or the Trust Estate is bound or affected (including, without limitation, the CC&R's and the Other Agreements), and (E) any order, writ, judgment,

injunction, decree, determination, or award of any arbitrator, other private adjudicator, court, government, or governmental authority (federal, state, or local) to which Trustor is a party or by which Trustor or the Trust Estate is bound or affected).

1.03 Required Insurance. Trustor shall maintain reasonable and customary amounts of insurance.

1.04 Delivery of Policies, Payment of Premiums. Trustor shall comply with the insurance requirements set forth in the Loan Agreement.

1.05 Casualties; Insurance Proceeds. Trustor shall comply with the casualty and insurance requirements set forth in the Agreement Among Members, if any.

1.06 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Deed of Trust as a mortgage, a sale under the power of sale, or any other transfer of title or assignment of the Trust Estate in extinguishment, in whole or in part, of the Obligations, all right, title and interest of Trustor in and to all policies of insurance pertaining to the Trust Estate shall inure to the benefit of and pass to the successor in interest to Trustor or the purchaser or grantee of the Trust Estate, to the extent such policies are assignable pursuant to the terms thereof.

1.07 Indemnification; Subrogation; Waiver of Offset.

(a) If Beneficiary is made a party to any litigation concerning the Note, this Deed of Trust, any of the Loan Documents, the Trust Estate or any part thereof or interest therein, or the occupancy of the Trust Estate by Trustor, then Trustor shall indemnify, defend and hold Beneficiary harmless for, from and against all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Beneficiary as a result of any such litigation, whether or not any such litigation is prosecuted to judgment. Beneficiary may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any Event of Default, Trustor shall pay Beneficiary reasonable attorneys' fees and expenses incurred by Beneficiary, whether or not an action is actually commenced against Trustor by reason of its breach.

(b) Trustor waives any and all right to claim or recover against Beneficiary, its successors and assigns, their directors, officers, employees, agents and representatives, for loss of or damage to Trustor, the Trust Estate, Trustor's property or the property of others under Trustor's control from any cause insured against by Trustor or required to be insured against by this Deed of Trust.

(c) All sums payable by Trustor pursuant to this Deed of Trust shall be paid without notice (except for such notice as may be expressly required hereunder or under the other Loan Documents), demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part

thereof; (ii) any restriction or prevention of or interference by any Person (as defined below) with any use of the Trust Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Premises or the Improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; (v) any claim that Trustor has or might have against Beneficiary; (vi) any default or failure on the part of Beneficiary to perform or comply with any of the terms of the Loan Documents or of any other agreement with Trustor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Trustor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Trustor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Trustor. "Person" means any natural person, any unincorporated association, any corporation, any partnership, any joint venture, any trust, any other legal entity, or any governmental authority (federal, state, local or foreign).

1.08 Impositions. Trustor shall pay all Impositions (as such term is defined in the Bank Loan Agreement referenced in the Agreement Among Members) relating to the Trust Estate.

1.09 Utilities. Trustor shall pay when due all charges that are incurred by Trustor for the benefit of the Trust Estate or that may become a charge or lien against the Trust Estate for gas, electricity, water, sewer, or other services furnished to the Trust Estate.

1.10 Actions Affecting Trust Estate. Trustor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and shall pay all costs and expenses (including, without limitation, costs of evidence of title, litigation, and attorneys' fees) in any such action or proceeding in which Beneficiary or Trustee may appear.

1.11 Actions By Trustee or Beneficiary. If Trustor fails to make any payment or to do any act as and in the manner provided in any of the Loan Documents, Beneficiary and/or Trustee, each in its absolute and sole discretion, without obligation so to do, without releasing Trustor from any obligation, and with only such notice to or demand upon Trustor as may be reasonable under the then existing circumstances, but in no event exceeding ten (10) days prior written notice, may make or do the same in such manner and to such extent as either may deem necessary or appropriate. In connection therewith (without limiting their general powers, whether conferred herein, in another Loan Document or by law), Beneficiary and Trustee shall have and are hereby given the right, but not the obligation, (a) to enter upon and take possession of the Trust Estate; (b) to make additions, alterations, repairs and improvements to the Trust Estate that they or either of them may consider necessary or appropriate to keep the Trust Estate in good condition and repair; (c) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Beneficiary or Trustee; (d) to pay, purchase, contest or compromise any Lien or Encumbrance (as defined below) or alleged Lien or Encumbrance whether superior or junior to this Deed of

Trust; and (e) in exercising such powers, to pay necessary expenses (including, without limitation, expenses of employment of counsel or other necessary or desirable consultants). Trustor shall, immediately upon demand therefor by Beneficiary and Trustee or either of them, pay to Beneficiary and Trustee an amount equal to all respective costs and expenses incurred by them in connection with the exercise by either Beneficiary or Trustee or both of the foregoing rights (including, without limitation, costs of evidence of title, court costs, appraisals, surveys and receiver's, trustee's and attorneys' fees) together with interest thereon from the date of such expenditures at the Agreed Rate.

1.12 Transfer of Trust Estate by Trustor. Trustor shall not allow any Transfer under Section 3.6(b) of the Agreement Among Members to occur. Trustor agrees that, in the event of any such Transfer without the prior written consent of Beneficiary, in its sole and absolute discretion, Beneficiary shall have the absolute right, without prior demand or notice, to declare all of the Obligations immediately due and payable. Consent to one Transfer shall not be deemed to be a waiver of the right to require consent to future or successive Transfers. Trustor acknowledges that Beneficiary has no obligation to consent to any Transfer and that if Beneficiary grants such consent, Beneficiary may impose such conditions as Beneficiary may deem appropriate in Beneficiary's sole and absolute discretion, including, without limitation, the payment and performance in full of all of the Obligations or the delivery to Beneficiary of all net sales proceeds from any Transfer for application to the Obligations.

1.13 Eminent Domain. Trustor shall comply with the eminent domain requirements set forth in the Agreement Among Members, if any.

1.14 Additional Security. No other security now existing, or hereafter taken, to secure the obligations secured hereby shall be impaired or affected by the execution of this Deed of Trust. All security for the Obligations from time to time shall be taken, considered and held as cumulative. Any taking of additional security, execution of partial releases of the security, or any extension of the time of payment of, or modification of other terms of any of the Obligations shall not diminish the force, effect or lien of this Deed of Trust and shall not affect or impair the liability of any maker, guarantor, surety or endorser for the payment or performance of any of the Obligations. In the event Beneficiary at any time holds additional security for any of the Obligations, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before, concurrently with, or after a sale or realization is made hereunder.

1.15 Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the county in which the Trust Estate is located and by otherwise complying with the provisions of applicable law, substitute a successor or successors to any Trustee named herein or acting hereunder, and such successor(s) shall, without conveyance from the Trustee predecessor, succeed to all title, estate, rights, powers and duties of such predecessor. Such written instrument, upon recordation, shall be conclusive proof of proper substitution of such substitute or successor Trustee, and no further documentation, including any corporate resolution or other authorization shall be required to appoint a substitute or successor to any Trustee named herein.

1.16 Inspections. Beneficiary, and its agents, representatives officers, and employees, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts Beneficiary is authorized to perform hereunder or under the terms of any of the Loan Documents.

1.17 Ownership and Liens and Encumbrances. Trustor is, and as to any portion of the Trust Estate acquired hereafter will upon such acquisitions be, and shall remain the owner of the Trust Estate free and clear of any Liens and Encumbrances. Trustor shall not grant, shall not suffer to exist, and shall pay and promptly discharge, at Trustor's cost and expense, all Liens and Encumbrances and any claims thereof upon the Trust Estate, or any part thereof or interest therein. Trustor shall notify Beneficiary immediately in writing of any Lien or Encumbrance or claim thereof. Trustor shall have the right to contest in good faith the validity of any involuntary Lien or Encumbrance, provided Trustor shall first deposit with Beneficiary a bond or other security satisfactory to Beneficiary in such amount as Beneficiary shall reasonably require, but not more than one hundred fifty percent (150%) of the amount of the claim, and provided further that if Trustor loses such contest, Trustor shall thereafter diligently proceed to cause such Lien or Encumbrance to be removed and discharged. If Trustor shall fail to remove and discharge any Lien or Encumbrance or claim thereof, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, after only such notice to Trustor as may be reasonable under the then existing circumstances, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such Lien or Encumbrance by depositing in a court a bond or the amount claimed or otherwise giving security for such claim, or by procuring such discharge in such manner as is or may be prescribed by law. Trustor shall, immediately upon demand therefor by Beneficiary, pay to Beneficiary an amount equal to all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing right to discharge any Lien or Encumbrance or claim thereof, together with interest thereon from the date of each such expenditure at the Agreed Rate. Such costs and expenses shall be secured by this Deed of Trust. "Lien or Encumbrance" and "Liens and Encumbrances" mean, respectively, each and all of the following in respect of the Trust Estate: leases, other rights to occupy or use, mortgages, deeds of trust, pledges, security agreements, assignments, assignments as security, conditional sales, title retention arrangements or agreements, conditions, covenants, and restrictions, and other charges, liens, encumbrances, or adverse interests, whether voluntarily or involuntarily created and regardless of whether prior or subordinate to any estate, right, title, or interest granted to Trustee or Beneficiary in this Deed of Trust, excluding from the foregoing the Permitted Exceptions.

1.18 Trustee's Powers. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and without affecting the personal liability of any person for payment of the Obligations or the effect of this Deed of Trust upon the remainder of said Trust Estate, Trustee may (a) reconvey any part of said Trust Estate, (b) consent in writing to the making of any map or plat thereof, (c) join in granting any easement thereon, or (d) join in any extension agreement or any agreement subordinating the lien or charge hereof.

1.19 Beneficiary's Powers. Without affecting the liability of any Person liable for the payment of the Obligations herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Trust Estate not then or theretofore released as security for the Obligations, Beneficiary may, from time to time and without notice (a) release any person so liable, (b) extend the Obligations, (c) grant other indulgences, (d) release or reconvey, or cause to be released or reconveyed, at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (e) take or release any other or additional security or any guaranty for any Obligation herein mentioned, or (f) make compositions or other arrangements with debtors in relation thereto.

1.20 Trade Names. At the request of Beneficiary from time to time, Trustor shall execute a certificate in form satisfactory to Beneficiary listing the trade names or fictitious business names under which Trustor intends to operate the Trust Estate or any business located thereon and representing and warranting that Trustor does business under no other trade names or fictitious business names with respect to the Trust Estate. Trustor shall immediately notify Beneficiary in writing of any change in said trade names or fictitious business names, and will, upon request of Beneficiary, authorize any additional financing statements and execute any certificates necessary to reflect the change in trade names or fictitious business names.

ARTICLE II ASSIGNMENT OF RENTS

2.01 Assignment of Rents. Trustor hereby absolutely and irrevocably assigns and transfers to Beneficiary all the Rents of the Trust Estate, and hereby gives to and confers upon Beneficiary the right, power and authority to collect the Rents. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Trustor or Beneficiary, for all Rents and apply the same to the payment of the Obligations in such order as Beneficiary shall determine. Trustor hereby authorizes and directs the lessees, tenants and occupants to make all payments under the Leases directly to Beneficiary upon written demand by Beneficiary, without further consent of Trustor; provided, however, that Trustor shall have the right to collect such Rents (but not more than one (1) month in advance unless the written approval of Beneficiary is first obtained), and to retain and enjoy same, so long as an Event of Default shall not have occurred hereunder or under the other Loan Documents. The assignment of the Rents of the Trust Estate in this Article II is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest.

2.02 Collection Upon an Event of Default. Upon the occurrence of an Event of Default, Beneficiary may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Obligations, enter upon and take possession of the Trust Estate, or any part thereof, and, with or without such entry or taking possession, in its own name sue for or otherwise collect the Rents (including, without limitation, those past due and unpaid) and apply the same, less costs and expenses of operation and collection (including, without limitation, attorneys' fees) upon payment of the Obligations in such order as Beneficiary may determine. The collection of such Rents, or the entering upon and taking possession of the Trust Estate, or the application of

the Rents as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default. Trustor also hereby authorizes Beneficiary upon such entry, at its option, to take over and assume the management, operation and maintenance of the Trust Estate and to perform all acts Beneficiary in its sole discretion deems necessary and proper and to expend such sums out of Rents as may be needed in connection therewith, in the same manner and to the same extent as Trustor theretofore could do (including, without limitation, the right to enter into new leases, collectively, the "Leases," to cancel, surrender, alter or amend the terms of, and/or renew existing leases and/or to make concessions to tenants). Trustor hereby releases all claims of any kind or nature against Beneficiary arising out of such management, operation and maintenance, excepting the liability of Beneficiary to account as hereinafter set forth.

2.03 Application of Rents. Upon such entry, Beneficiary shall, after payment of all property charges and expenses (including, without limitation, reasonable compensation to such managing agent as it may select and employ) and after the accumulation of a reserve to meet requisite amounts, credit the net amount of the Rents received by it to the Obligations, but the manner of the application of such net income and which items shall be credited shall be determined in the sole discretion of Beneficiary. Beneficiary shall not be accountable for more monies than it actually receives from the Trust Estate; nor shall it be liable for failure to collect Rents. Beneficiary shall make reasonable efforts to collect Rents, reserving, however, within its own absolute and sole discretion, the right to determine the method of collection and the extent to which enforcement of collection of Rents shall be prosecuted and Beneficiary's judgment shall be deemed conclusive and reasonable.

2.04 Mortgagee in Possession. It is not the intention of the parties hereto that an entry by Beneficiary upon the Premises under the terms of this instrument shall make Beneficiary a party in possession in contemplation of the law, except at the option of Beneficiary.

2.05 Indemnity. Trustor hereby agrees to indemnify and hold harmless Beneficiary for, from and against any and all losses, liabilities, obligations, claims, demands, damages, penalties, judgments, costs, and expenses, including legal fees and expenses, howsoever and by whomsoever asserted, arising out of or in any way connected with this assignment; and all such losses, liabilities, obligations, claims, demands, damages, penalties, judgments, costs and expenses shall be deemed added to the indebtedness secured hereby and shall be secured by any and all other instruments securing said indebtedness.

2.06 No Obligation to Perform. Nothing contained herein shall operate or be construed to obligate Beneficiary to perform any obligations of Trustor under any Lease (including, without limitation, any obligation arising out of any covenant of quiet enjoyment therein contained in the event the lessee under any such Lease shall have been joined as a party defendant in any action to foreclose and the estate of such lessee shall have been thereby terminated). Prior to actual entry into and taking possession of the Premises by Beneficiary, this assignment shall not operate to place upon Beneficiary any responsibility for the operation, control, care, management or repair of the Trust Estate or any portion thereof, and the execution of this assignment by Trustor shall constitute conclusive evidence that all

responsibility for the operation, control, care, management and repair of the Trust Estate is and shall be that of Trustor, prior to such actual entry and taking of possession.

2.07 Uniform Assignment of Rents Act. The assignment of rents pursuant to this Article II is subject to the Uniform Assignment of Rents Act (the "Rents Act") codified as NRS Chapter 107A, as amended or recodified from time to time, and in the event of any conflict or inconsistency between the provisions of this Article II and the provisions of the Rents Act, the provisions of the Rents Act shall control.

ARTICLE III SECURITY AGREEMENT

3.01 Creation of Security Interest. Trustor hereby grants to Beneficiary, a security interest in and to all the Personal Property.

3.02 Representations, Warranties and Covenants of Trustor. Trustor hereby represents, warrants and covenants (which representations, warranties and covenants shall survive creation of any indebtedness of Trustor to Beneficiary and any extension of credit thereunder) as follows:

(a) The Personal Property is not used or bought for personal, family or household purposes.

(b) The tangible portion of the Personal Property will be kept on or at the Premises or Improvements and Trustor will not, without the prior written consent of Beneficiary, remove the Personal Property or any portion thereof therefrom except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Trustor with similar items of greater value.

(c) At the request of Beneficiary, Trustor will authorize Beneficiary to file one or more financing statements and fixture filings pursuant to the Uniform Commercial Code of Nevada, in form satisfactory to Beneficiary and will pay the cost of recording and filing the same in all public offices wherever recording or filing is deemed by Beneficiary to be necessary or desirable.

(d) Trustor's principal place of business is set forth above. Trustor does not do business under any trade name except as previously disclosed in writing to Beneficiary. Trustor will immediately notify Beneficiary in writing of any change in its place of business or the adoption or change of any organizational name, trade name or fictitious business name, and will upon request of Beneficiary, authorize any additional financing statements or execute any other certificates necessary to reflect the adoption or change in trade name or fictitious business name. Trustor will also promptly notify Beneficiary (i) of any change of Trustor's organizational identification number, or (ii) if Trustor does not now have an organizational identification number and later obtains one, of such organizational identification number.

(c) Trustor shall immediately notify Beneficiary of any claim against the Personal Property adverse to the interest of Beneficiary therein.

3.03 Use of Personal Property by Trustor. Until the occurrence of an Event of Default hereunder or under any other Loan Document, Trustor may have possession of the Personal Property and use it in any lawful manner not inconsistent with this Deed of Trust and not inconsistent with any policy of insurance thereon.

3.04 Remedies Upon an Event of Default.

(a) In addition to the remedies provided in Section 4.02 hereof, upon the occurrence of an Event of Default hereunder, Beneficiary may, at its option, do any one or more of the following:

(i) Either personally, or by means of a court appointed receiver, take possession of all or any of the Personal Property and exclude therefrom Trustor and all others claiming under Trustor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Trustor with respect to the Personal Property or any part thereof. In the event Beneficiary demands, or attempts to take possession of the Personal Property in the exercise of any rights under this Deed of Trust, Trustor agrees to promptly turn over and deliver possession thereof to Beneficiary;

(ii) Without notice to or demand upon Trustor, make such payments and do such acts as Beneficiary may deem necessary to protect its security interest in the Personal Property (including, without limitation, paying, purchasing, contesting or compromising any Lien or Encumbrance, whether superior or inferior to such security interest) and in exercising any such powers or authority to pay all expenses (including, without limitation, litigation costs and reasonable attorney's fees) incurred in connection therewith;

(iii) Require Trustor from time to time to assemble the Personal Property, or any portion thereof, at a place designated by Beneficiary and reasonably convenient to both parties, and deliver promptly such Personal Property to Beneficiary, or an agent or representative designated by Beneficiary. Beneficiary, and its agents and representatives, shall have the right to enter upon any or all of Trustor's premises and property to exercise Beneficiary's rights hereunder;

(iv) Realize upon the Personal Property or any part thereof as herein provided or in any manner permitted by law and exercise any and all of the other rights and remedies conferred upon Beneficiary by this Deed of Trust, any other Loan Document, or by law, either concurrently or in such order as Beneficiary may determine;

(v) Sell or cause to be sold in such order as Beneficiary may determine, as a whole or in such parcels as Beneficiary may determine, the Personal Property and the remainder of the Trust Estate;

(vi) Sell, lease, or otherwise dispose of the Personal Property at public sale, upon terms and in such manner as Beneficiary may determine. Beneficiary may be a purchaser at any sale; and

(vii) Exercise any remedies of a secured party under the Uniform Commercial Code of Nevada or any other applicable law.

(b) Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Beneficiary shall give Trustor at least five (5) days' prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof to be made. Such notice may be mailed to Trustor at the address set forth in Section 5.05. If Beneficiary fails to comply with this Section 3.04(b) in any respect, its liability for such failure shall be limited to the liability (if any) imposed on it as a matter of law under the Uniform Commercial Code of Nevada.

(c) The proceeds of any sale under Section 3.04(a)(iv) shall be applied as follows:

(i) To the repayment of the reasonable costs and expenses of taking, holding, and preparing for the sale and the selling of the Personal Property (including, without limitation, costs of litigation and attorneys' fees) and the discharge of all Impositions, Liens and Encumbrances, and claims thereof, if any, on the Personal Property prior to the security interest granted herein (except any Impositions or Liens and Encumbrances subject to which such sale shall have been made);

(ii) To the payment of the Obligations in such order as Beneficiary shall determine; and

(iii) The surplus, if any, shall be paid to the Trustor or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

Beneficiary shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to estop or prevent Beneficiary from pursuing any further remedy that it may have. Any repossession or retaking or sale of the Personal Property pursuant to the terms hereof shall not operate to release Trustor until full payment of any deficiency has been made in cash.

(d) Beneficiary may comply with any applicable state or federal law or regulatory requirements in connection with a disposition of the Personal Property and

such compliance will not be considered to affect adversely the commercial reasonableness of any sale of the Personal Property.

(e) Beneficiary may sell the Personal Property without giving any warranties as to such property, and may specifically disclaim any warranties of title, merchantability, fitness for a particular purpose or the like, and this procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Personal Property.

(f) Trustor acknowledges that a private sale of the Personal Property may result in less proceeds than a public sale.

(g) Trustor acknowledges that the Personal Property may be sold at a loss to Trustor and that, in such event, Beneficiary shall have no liability or responsibility to Trustor for such loss.

3.05 Security Agreement. This Deed of Trust constitutes and shall be deemed to be a "security agreement" for all purposes of the Uniform Commercial Code of Nevada and Beneficiary shall be entitled to all the rights and remedies of a "secured party" under such Uniform Commercial Code of Nevada.

3.06 Fixture Filing. Upon its recording in the real property records, this Deed of Trust shall be effective as a financing statement filed as a fixture filing. This Deed of Trust shall also be effective as a financing statement covering as extracted collateral (including oil and gas), accounts and general intangibles under the Uniform Commercial Code of Nevada and the Uniform Commercial Code as in effect from time to time in any other state where the Property is situated. In addition, a carbon, photographic or other reproduced copy of this Deed of Trust and/or any financing statement relating hereto shall be sufficient for filing and/or recording as a financing statement. The filing of any other financing statement relating to any personal property, rights or interests described herein shall not be construed to diminish any right or priority hereunder.

3.07 Authorization to File Financing Statements; Power of Attorney. Trustor hereby authorizes Beneficiary at any time and from time to time to file any initial financing statements, amendments thereto, and continuation statements with or without signature of Trustor as authorized by applicable law, as applicable to the Trust Estate. For purposes of such filing, Trustor agrees to furnish any information requested by Beneficiary promptly upon request by Beneficiary. Trustor also ratifies its authorization for Beneficiary to have filed any like initial financing statements, amendments thereto, or continuation statements if filed prior to the date of this Deed of Trust. Trustor hereby irrevocably constitutes and appoints Beneficiary and any officer or agent of Beneficiary, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Trustor or in Trustor's own name to execute in Trustor's name any such documents and to otherwise carry out the purposes of this Section 3.07, to the extent that Trustor's authorization above is not sufficient. To the extent permitted by law, Trustor hereby ratifies and affirms all acts said attorneys-in-fact shall lawfully do, have done in the past, or caused to be done in the

future by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

ARTICLE IV REMEDIES UPON DEFAULT

4.01 Events of Default. Each of the following shall constitute an event of default ("Event of Default"):

(a) The occurrence of any Default Event, as such term is defined in the Agreement Among Members.

(b) The occurrence of any Transfer under Section 3.6(b) of the Agreement Among Members, unless prior to such Transfer the Beneficiary has delivered to Trustor its written consent to such Transfer.

(c) If Trustor or any other "borrower" (as that term is defined in NRS Section 106.310, as amended or recodified from time to time) who may send a notice pursuant to NRS Section 106.380(1), as amended or recodified from time to time, with respect to this Deed of Trust; (i) delivers, sends by mail or otherwise gives, or purports to deliver, send by mail or otherwise give to Beneficiary: (A) any notice of an election to terminate the operation of this Deed of Trust as security for any Obligation, including, without limitation, any obligation to repay any "future advance" (as defined in NRS Section 106.320, as amended or recodified from time to time) of "principal" (as defined in NRS Section 106.345, as amended or recodified from time to time), or (B) any other notice pursuant to NRS Section 106.380(3), as amended or recodified from time to time, (ii) records a statement pursuant to NRS Section 106.380(3), as amended or recodified from time to time, or (iii) causes this Deed of Trust, any Obligation, or Beneficiary to be subject to NRS Sections 106.380(2), 106.380(3) or 106.400, as amended or recodified from time to time.

4.02 Acceleration Upon Default; Additional Remedies. Upon the occurrence of an Event of Default, Beneficiary may, at its option, declare all or any part of the Obligations immediately due and payable without any presentment, demand, protest or notice of any kind. Beneficiary may, in addition to the exercise of any or all of the remedies specified in Section 3.04:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or any part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the Rents, or any part thereof, including, without limitation, those past due and unpaid, and apply the same, less costs and expenses of operation and collection (including, without limitation, attorneys' fees) upon the Obligations, all in such order as Beneficiary may determine.

The entering upon and taking possession of the Trust Estate, the collection of such Rents and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of all or any portion of the Trust Estate or the collection, receipt and application of Rents, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Documents or by law upon occurrence of any Event of Default, including, without limitation, the right to exercise the power of sale;

(b) Commence an action to foreclose the lien of this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Exercise of the power of sale herein contained and deliver to Trustee a written statement of breach, notice of default and election to cause Trustor's interest in the Trust Estate to be sold; or

(d) Exercise all other rights and remedies provided herein, in any Loan Document or other document or agreement now or hereafter securing or guarantying all or any portion of the Obligations, or by law.

4.03 Exercise of Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require. To the extent the obligation secured hereby arises from a commitment of Beneficiary to make future advances either to Trustor or a third party or extend credit subsequent to the recordation of a notice of default hereunder, the sums secured hereby shall also include the amount of such commitment to make future advances or extend credit, and subject to acceleration as provided in the previous paragraph. The Trustee shall pay such amount at such time as it pays all other sums secured hereby and the Beneficiary shall hold same as additional collateral for the obligation secured hereby, at such interest as is available to Beneficiary's customers in an insured deposit account with no restrictions on withdrawal.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, mailed or delivered to Trustor such notice of default and election to sell as is then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such notice of default and after notice of sale has been given as required by law, sell the Trust Estate at time and place of sale, in the County in which the Premises is located, fixed by it in such notice of sale, either as a whole, or in separate lots or parcels, and in such order as it may determine, at public auction, to the highest bidder for cash in lawful money of the United States payable at the time of sale. If the Premises consists of more than one lot or parcel, the lots or parcels may be sold separately, together or in any combination, and in such order as Beneficiary determines, at the sole discretion of the Beneficiary. Trustor waives the right to direct the order in which the Premises may be sold when it consists of more than one lot or parcel. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the

property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation Trustor or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers. If allowed by law, Beneficiary, if it is the purchaser, may turn in the Note at the amount owing thereon toward payment of the purchase price (or for endorsement of the purchase price as a payment on the Note if the amount owing thereon exceeds the purchase price). Trustor hereby expressly waives any right of redemption after sale that Trustor may have at the time of sale or that may apply to the sale.

(b) After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(c) Subject to NRS 107.080, Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or by subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement; or Trustee may, in its discretion, give a new notice of sale. Beneficiary may rescind any such notice of default at any time before Trustee's sale by executing a notice of rescission and recording the same. The recordation of such notice shall constitute a cancellation of any prior declaration of default and demand for sale and of any acceleration of maturity of the Indebtedness affected by any prior declaration or notice of default. The exercise by Beneficiary of the right of rescission shall not constitute a waiver of any default and demand for sale, or notices of default and of election to cause the Premises to be sold, nor otherwise affect the Note or this Deed of Trust, or any of the rights, obligations or remedies of Beneficiary or Trustee hereunder.

(d) To the extent that such rights may then be lawfully waived, Trustor hereby covenants that it will not at any time insist upon or plead or in any manner whatever claim or take any benefit or advantage of: (i) any stay or extension or moratorium law now or at any time hereafter in force; (ii) any law now or hereinafter in force providing for the valuation or appraisal of the Trust Estate or any part thereof prior to any sales thereof to be made pursuant to any provisions herein contained or pursuant to the decree, judgment, or order of any court of competent jurisdiction; and (iii) any law now or at any time hereafter made or enacted granting a right to redeem the Trust Estate so sold or any part thereof. To the extent permitted by law, Trustor expressly waives for itself and on behalf of each and every person acquiring any interest in or title to the Trust Estate or any part thereof, subsequent to the date of this Deed of Trust, all benefit and advantage of any such law or laws and covenants that it will not invoke or utilize and such law or laws or otherwise hinder, delay, or impede the execution of any power herein granted and delegated to Beneficiary, but will suffer and permit the execution of every such power as though no such law or laws have been made or enacted.

4.04 Personal Property. It is the express understanding and intent of the parties that as to any personal property interests subject to Chapter 9 of the Uniform Commercial Code of Nevada, Beneficiary, upon an Event of Default, may proceed under such Uniform Commercial Code of Nevada or may proceed as to both real and personal property interests in accordance with the provisions of this Deed of Trust and its rights and remedies in respect to real property, as specifically permitted under NRS Section 105.9604, and treat both real and personal property interests as one parcel or package of security.

4.05 Appointment of Receiver. Upon the occurrence of an Event of Default, Beneficiary, as a matter of right and without notice to Trustor or any one claiming under Trustor, and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided herein and shall continue as such and exercise all such powers until the later of the date of confirmation of sale of the Trust Estate or the date of expiration of any redemption period unless such receivership is sooner terminated. Without limiting the generality of above, the receiver shall have the power to (i) enter on and take immediate possession of the Premises; (ii) protect and preserve the Trust Estate; (iii) operate the Premises prior to and during any foreclosure proceedings; (iv) collect the Rents and apply the proceeds, over and above the costs of the receivership, to the indebtedness secured hereby; (v) in its own name or in the name of Trustor sue for or otherwise collect any and all Rents, including those that are past due; (vi) enter into, enforce, modify or cancel leases on such terms and conditions as Beneficiary may consider proper; (vii) obtain and evict tenants; (viii) fix or modify Rents; (ix) complete any unfinished construction and contract for and make repairs and alterations; (x) perform such acts of cultivation or irrigation as necessary to conserve the value of the Premises; (xi) advance funds to keep current any liens, if any, taxes and assessments encumbering the Premises which are senior to any lien arising under this Deed of Trust; (xii) apply, obtain and pay any reasonable fees for any lawful license, permit or other governmental approval relating to the Premises or the operation thereof; (xiii) take possession and control of all the records, correspondence, insurance policies, books and accounts of Trustor and the Trust Estate; (xiv) open all mail and other correspondence received in connection with the Premises whether addressed to Trustor or otherwise; (xv) access all office equipment used by Trustor in connection with the development, construction, improvement, leasing, sales, marketing and/or conveyance of the Premises, including all computer equipment, all software programs and passwords, and any other information, data, equipment or items necessary for the operation of Trustor's business with respect to the Premises, whether in the possession and control of Trustor or its agents, servants or employees; (xvi) hire, employ, pay and terminate servants, agents, employees, clerks and accountants, purchase materials, supplies advertising and other services at ordinary and usual rates and prices; (xvii) market, sell and/or convey the Premises, including the right and power to execute and deliver any and all necessary documents to consummate any sale of the Premises including, but not limited to, any contracts, deeds and, if the Premises is sold with the Loan in place to a party assuming the Loan on terms satisfactory to Beneficiary, Loan assumption and modification documents; and (xviii) engage one or more third parties or affiliates to act as broker in marketing or selling the Premises with

the costs of such broker(s) being paid on a commercially reasonable leasing commission basis as may be approved by the sole discretion of Beneficiary. Any proposed sale of the Premises in connection with (xvii) and (xviii) above which would provide to Beneficiary less than the full amount of the indebtedness owed by Trustor shall be subject to Beneficiary's prior written approval in its sole and absolute discretion.

4.06 Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any and all of the Obligations and to exercise all rights and powers under the Loan Documents and under the law now or hereafter in effect, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured or guaranteed. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other rights herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security or guaranty now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them shall be entitled to enforce this Deed of Trust and any other security or any guaranty now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing under the law. Every power or remedy given by any of the Loan Documents or by law to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and, to the extent permitted by law, either of them may pursue inconsistent remedies.

4.07 Request for Notice. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in Section 5.05.

4.08 Acceptance of Sums After Default. The acceptance by Beneficiary of any sum in payment, or part payment, of the Obligations, after the same is due or after the giving of any notice of default, or the giving or recording of any notice of breach, or after giving of any notice of sale, shall not constitute a waiver of the right to require prompt payment, when due, of all other sums so secured, nor shall such acceptance cure or waive any remaining Event of Default, except as otherwise provided by applicable law, or invalidate any sale held pursuant to such notice for any such remaining Event of Default, or prejudice any of the rights of Beneficiary under this Deed of Trust. Notwithstanding anything to the contrary contained in this Deed of Trust or in any other agreement securing the Note and without limiting the generality of this Section 4.08, in the case of any Event of Default, Beneficiary may accept payments or performance of any obligations due hereunder without thereby waiving the existence of such Event of Default if the payment or performance is not sufficient to completely cure such Event of Default.

ARTICLE V
MISCELLANEOUS

5.01 Change, Discharge, Termination, or Waiver. No provision of this Deed of Trust may be changed, discharged, terminated, or waived except in a writing signed by the party against whom enforcement of the change, discharge, termination, or waiver is sought. No failure on the part of Beneficiary to exercise and no delay by Beneficiary in exercising any right or remedy under the Loan Documents or under the law shall operate as a waiver thereof.

5.02 Trustor Waiver of Rights. Trustor waives, to the extent permitted by law, (a) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisalment before sale of any portion of the Trust Estate, and (b) all rights of redemption, valuation, appraisalment, stay of execution, notice of election to mature or declare due the Obligations and marshaling in the event of foreclosure of the liens hereby created, and (c) all rights and remedies that Trustor may have or be able to assert by reason of the laws of the State of Nevada pertaining to the rights and remedies of sureties.

5.03 Statements by Trustor. Trustor shall, within ten (10) days after written notice thereof from Beneficiary, deliver to Beneficiary a written statement stating the unpaid principal of and interest on the Note and any other amounts secured by this Deed of Trust and stating whether any offset or defense exists against such principal and interest or such other amounts.

5.04 Reconveyance by Trustee. Upon written request of Beneficiary stating that all Obligations have been satisfied in full, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or to the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

5.05 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including electronic transmission, facsimile transmission or similar writing) and shall be given to such party at its address or facsimile number set forth on the signature pages hereof. Each such notice, request or other communication shall be effective (i) if given by facsimile transmission, when transmitted to the facsimile number specified in this Section and confirmation of receipt is received, (ii) if given by mail, three (3) days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, (iii) if given by reputable overnight delivery service, when delivered, or (iv) if given by any other means, when delivered (or, in the case of electronic transmission, received) at the address specified below.

To Beneficiary: NLV LLC
 9101 Alta Drive, Unit 107
 Las Vegas, NV 89145
 Attention: Thomas Spiegel

To Trustor: FORE STARS LTD.
9755 W. Charleston Blvd.
Las Vegas, Nevada 89117
Attention: Brett Harrison

5.06 Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

5.07 Captions and References. The headings at the beginning of each section of this Deed of Trust are solely for convenience and are not part of this Deed of Trust. Unless otherwise indicated, each reference in this Deed of Trust to a section or an exhibit is a reference to the respective section herein or exhibit hereto.

5.08 Invalidity of Certain Provisions. If any provision of this Deed of Trust is unenforceable, the enforceability of the other provisions shall not be affected and they shall remain in full force and effect. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust.

5.09 Subrogation. To the extent that proceeds of the Note are used to pay any outstanding lien, charge or prior encumbrance against the Trust Estate, such proceeds have been or will be advanced by Beneficiary at Trustor's request and Beneficiary shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

5.10 Attorneys' Fees. If any or all of the Obligations are not paid when due or if an Event of Default occurs, Trustor agrees to pay all costs of enforcement and collection and preparation therefore (including, without limitation, reasonable attorney's fees) whether or not any action or proceeding is brought (including, without limitation, all such costs incurred in connection with any bankruptcy, receivership, or other court proceedings (whether at the trial or appellate level)), together with interest therein from the date of demand at the Agreed Rate.

5.11 GOVERNING LAW; VENUE; JURISDICTION. THIS DEED OF TRUST HAS BEEN DELIVERED IN NEVADA, AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEVADA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES. THE COURTS OF NEVADA, FEDERAL OR STATE, SHALL HAVE EXCLUSIVE JURISDICTION OF ALL LEGAL ACTIONS ARISING OUT OF THIS DEED OF TRUST. BY EXECUTING THIS DEED OF TRUST, TRUSTOR CONSENTS AND SUBMITS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS OF NEVADA.

5.12 JURY WAIVER. TRUSTOR WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH TRUSTOR AND BENEFICIARY MAY BE PARTIES, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO, THIS DEED OF TRUST, THE NOTE OR ANY OF THE OTHER LOAN DOCUMENTS. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTION OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS DEED OF TRUST. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY TRUSTOR, AND TRUSTOR HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. TRUSTOR FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS DEED OF TRUST AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT TO BENEFICIARY TO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE OTHER LOAN DOCUMENTS.

5.13 Joint and Several Obligations. If this Deed of Trust is signed by more than one party as Trustor, all obligations of Trustor herein shall be the joint and several obligations of each party executing this Deed of Trust as Trustor.

5.14 Number and Gender. In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter gender and vice versa, if the context so requires.

5.15 Loan Statement Fees. Trustor shall pay the amount demanded by Beneficiary or its authorized loan servicing agent for any statement regarding the Obligations, provided, however, that such amount may not exceed the maximum amount allowed by law at the time request for the statement is made.

5.16 Counterparts. This document may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to form physically one document, which may be recorded.

5.17 No Merger of Lease. If both the lessor's and lessee's estate under any lease or any portion thereof which constitutes a part of the Trust Estate shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger unless Beneficiary so elects as evidenced by recording a written declaration executed by Beneficiary so stating, and, unless and until Beneficiary so elects, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Trust Estate pursuant to the provisions hereof, any leases

or subleases then existing and affecting all or any portion of the Trust Estate shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

5.18 Representations and Warranties. Trustor represents and warrants to Beneficiary that:

(a) Trustor is the lawful owner of the Trust Estate free and clear of all Liens and Encumbrances and holds a fee simple estate interest in the Premises and Improvements, subject only to the Permitted Exceptions and that Trustor has full right, power and authority to convey and mortgage the same and to execute this Deed of Trust;

(b) Trustor's exact legal name is correctly set forth in the introductory paragraph of this Deed of Trust;

(c) If any Trustor is not an individual, such Trustor is an organization of the type and (if not an unregistered entity) is incorporated in or organized under the laws of the state specified in the introductory paragraph of this Deed of Trust;

(d) If any Trustor is an unregistered entity (including, without limitation, a general partnership), such Trustor is organized under the laws of the state specified in the introductory paragraph of this Deed of Trust; and

(e) Trustor's organizational identification number, if any, assigned by the state of incorporation or organization is correctly set forth on the first page of this Deed of Trust.

5.19 Integration. The Loan Documents contain the complete understanding and agreement of Trustor and Beneficiary and supersede all prior representations, warranties, agreements, arrangements, understandings, and negotiations.

5.20 Binding Effect. The Loan Documents will be binding upon, and inure to the benefit of, Trustor, Trustee and Beneficiary and their respective successors and assigns. Trustor may not delegate its obligations under the Loan Documents.

5.21 Time of the Essence. Time is of the essence with regard to the each provision of the Loan Documents as to which time is a factor.

5.22 Amendments. This Deed of Trust may not be modified or amended except by an agreement in writing, signed by the party against whom enforcement of the change is sought. No course of dealing or conduct by or among Beneficiary, Trustee and Trustor shall be effective to amend, modify or change any provisions of this Deed of Trust or the other Loan Documents.

5.23 Survival. The representations, warranties, and covenants of the Trustor and the Loan Documents shall survive the execution and delivery of the Loan Documents and the making of the Loan.

5.24 Incorporation. To the extent not inconsistent with any other provision of this Deed of Trust or any other Loan Document, the following numbered covenants of NRS Section 107.030 are hereby adopted and made a part of this Deed of Trust by reference, the parenthetical wording following certain covenant numbers representing the wording to be included in the blank area of the respective numbered covenant which is hereby incorporated: 1; 2 (the full replacement value); 3; 4 (the Agreed Rate); 5; 6; 7 (a reasonable); 8; and 9.

5.25 Waivers.

(a) Trustor waives, to the extent permitted under applicable law: (i) any defense based upon any legal disability or other defense of Maker or any other person, or by reason of the cessation or limitation of the liability of Maker from any cause other than full payment of all sums payable under the Note; (ii) any defense based upon any lack of authority of the officers, directors, partners or agents acting or purporting to act on behalf of Maker or any principal of Maker or any defect in the formation of Maker or any principal of Maker; (iii) all rights and defenses arising out of an election of remedies by Beneficiary; (iv) any defense based upon Beneficiary's failure to disclose to Trustor any information concerning Maker's financial condition or any other circumstances bearing on Maker's ability to pay all sums payable under the Agreement Among Members or Note; (v) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal; (vi) any defense based upon Beneficiary's election, in any proceeding instituted under the United States Bankruptcy Code, as amended, or any successor state (the "Bankruptcy Code"), of the application of Section 1111(b)(2) of the Bankruptcy Code; (vii) any defense based upon any borrowing or any grant of a security interest under Section 364 of the Bankruptcy Code; (viii) presentment, demand, protest or notice of any kind; and (ix) the benefit of any statute of limitations affecting the liability of Trustor hereunder or the enforcement hereof. Finally, Trustor agrees that the payment of all sums payable under the Note or any part thereof or other act which tolls any statute of limitations applicable to the Note shall similarly operate to toll the statute of limitations applicable to Trustor's liability hereunder.

(b) Trustor hereby acknowledges that: (i) as part of Beneficiary's consideration for entering into this transaction, Beneficiary has specifically bargained for the waiver and relinquishment by Trustor of all such defenses and (ii) Trustor has had the opportunity to seek and receive legal advice from skilled legal counsel in the area of financial transactions of the type reflected in this Deed of Trust. Trustor hereby represents and confirms to Beneficiary that Trustor is fully informed regarding, and that Trustor does thoroughly understand, (w) the nature of all such possible defenses, (x) the circumstances under which those defenses may arise, (y) the benefits which those defenses might confer upon Trustor, and (z) the legal consequences to Trustor of waiving those defenses. Trustor acknowledges that Trustor has entered into this Deed of Trust,

and both undertaken Trustor's obligations and given its unconditional waiver with the intent that this Deed of Trust and all such waivers shall be fully enforceable by Beneficiary, and that Beneficiary has been induced to enter into this transaction in material reliance upon the presumed full enforceability thereof (in each case subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law)).

(c) Trustor further agrees that the validity of this Deed of Trust and the obligations of Trustor hereunder shall in no way be terminated, affected or impaired by reason of (i) Beneficiary's failure to exercise, or delay in exercising, any right or remedy, (ii) the commencement of a case under the Bankruptcy Code by or against any person obligated under the Note, (iii) by any partial or total transfer or pledge of the interests in Maker, or in any direct or indirect owner of Maker, and/or the reconstitution of Maker as a result of such transfer or pledge, or (iv) any payment made with respect to the Obligations or any other indebtedness arising under the Note, whether made by Maker or Trustor or any other person, which is required to be refunded pursuant to any bankruptcy or insolvency law; it being understood that no payment so refunded shall be considered as a payment of any portion of the Obligations, nor shall it have the effect of reducing the liability of Trustor hereunder. In the event that pursuant to any insolvency, bankruptcy, reorganization, receivership or other debtor relief law or any judgment, order or decision thereunder Beneficiary must rescind or restore any payment or any part thereof received by Beneficiary in satisfaction of the Obligations, as set forth herein, any prior release or discharge from the terms of this Deed of Trust given to Trustor by Beneficiary shall be without effect and this Deed of Trust shall remain in full force and effect.

(d) Trustor warrants and acknowledges that: (i) Trustor is indirectly owned by Maker and will benefit from Beneficiary's entering into the transactions contemplated by the Loan Documents; (ii) Beneficiary would not enter into the transactions contemplated by the Loan Documents but for this Deed of Trust; (iii) there are no conditions precedent to the effectiveness of this Deed of Trust and this Deed of Trust shall be in full force and effect and binding on Trustor regardless of whether Beneficiary obtains other collateral or any guaranties from others or takes any other action contemplated by Trustor; and (iv) Trustor has established adequate means of obtaining from sources other than Beneficiary, on a continuing basis, financial and other information pertaining to Maker's financial condition, the Property and Maker's activities relating thereto, and the status of Maker's performance of obligations under the Loan Documents, and Trustor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect Trustor's risks hereunder and Beneficiary has not made any representation to Trustor as to any such matters.

(e) Trustor further covenants that this Deed of Trust shall remain and continue in full force and effect as to any modification, extension or renewal of the Note or any of the other Loan Documents and that other indulgences or forbearance may be granted under any or all of such documents, all of which may be made, done or suffered without notice to, or further consent of, Trustor.

(f) Trustor, to the fullest extent permitted by law, (i) waives and relinquishes any defense based on any right of subrogation, reimbursement, contribution or indemnification or any other suretyship defenses it otherwise might or would have under Nevada law or other applicable law (including, to the extent permitted by Section 40.495, any defense or benefit that may be derived from NRS 40.430 and judicial decisions relating thereto, and/or NRS 40.451 et. seq., and judicial decisions relating thereto) and agrees that it will be fully liable under this Deed of Trust even though Beneficiary forecloses against any Property as security for the Obligations; (ii) waives any and all defenses now or hereafter arising or asserted by reason of Trustor's rights under NRS 104.3605, Trustor specifically agreeing that such waiver shall constitute a waiver of discharge under NRS 104.3605(9); (iii) agrees that such Trustor will not assert any such defense in any action or proceeding which Beneficiary may commence to enforce this Deed of Trust; and (iv) waives the provisions of NRS 40.495(4) including, without limitation, the right to a fair market value hearing pursuant to NRS 40.495(4)(a) and the limitation on the money judgment set forth in NRS 40.495(4)(b). Trustor, to the fullest extent permitted by applicable law waives the provisions and application of NRS 40.459(1)(c) and, without limiting the foregoing, agrees that any application of NRS 40.459(1)(c) would apply only to a circumstance where a deficiency judgment or claim was sold by Beneficiary after the obtaining of the same separate and apart from any sale or transfer of Beneficiary's interest in the Obligations. Trustor stipulates that, for purposes of applying NRS 40.459(1)(c), it shall be deemed that the amount of the consideration paid by the purchaser for any transfer, sale, or other conveyance of all or any portion of the Obligations is an amount equal to the amount of the outstanding principal balance of the portion of the Obligations so purchased. Without affecting the rights actually so acquired by such a purchaser, such rights shall not be deemed to constitute in whole or part the "right to obtain a judgment" for purposes of applying NRS 40.459(1)(c).

(g) If any of the waivers or consents herein is determined to be contrary to any applicable law or public policy, such waivers and consents shall be effective to the maximum extent permitted by applicable law.

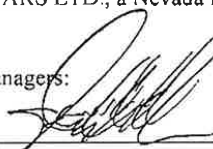
[SIGNATURE PAGE FOLLOWS]

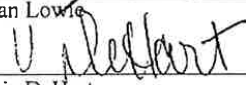
IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

FORE STARS LTD., a Nevada limited liability company

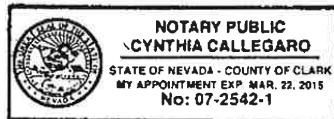
By Its Managers:



Yohan Lowie


Vickie DeHart

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this 27 day of February, 2015, by Yohan Lowie, the Manager of FORE STARS LTD, a Nevada limited liability company.

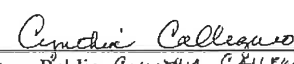



Notary Public CYNTHIA CALLEGARO
My commission expires: 3-22-15

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this 27 day of February, 2015, by Vickie DeHart, the Manager of FORE STARS LTD, a Nevada limited liability company.




Notary Public CYNTHIA CALLEGARO
My commission expires: 3-22-15

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

FORE STARS LTD., a Nevada limited liability company

By Its Managers:

CLARIFICATION COPY

Yohan Lowie

Vickie DeHart

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this ____ day of February, 2015, by Yohan Lowie, the Manager of FORE STARS LTD., , a Nevada limited liability company.

NOTARY PUBLIC
CYNTHIA CALLEGARO
STATE OF NEVADA COUNTY OF CLARK
MY APPT EXP MAR 22, 2015
NO. 07-2542-1

Notary Public
My commission expires: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this ____ day of February, 2015, by Vickie DeHart, the Manager of FORE STARS LTD., , a Nevada limited liability company.

NOTARY PUBLIC
CYNTHIA CALLEGARO
STATE OF NEVADA COUNTY OF CLARK
MY APPT EXP MAR 22, 2015
NO. 07-2542-1

Notary Public
My commission expires: _____