

APN#: 1320-04-001-001

Recording Requested By:
Western Title Company, Inc.
Escrow No.: 017462-RTO

When Recorded Mail To:

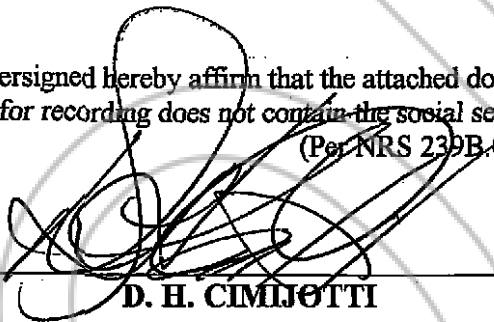
PAUL, HASTINGS, JANOFSKY & WALKER LLP
ATTN: Kevin B. Fisher
55 Second Street, 24th floor
San Francisco, CA 94015

Mail Tax Statements to: (deeds only)
n/a

(space above for Recorder's use only)

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

Signature



D. H. CIMIJOTTI

AGENT

DEED OF TRUST AND ASSIGNMENT OF RENTS AND LEASES

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

DOC # 725964
06/30/2008 09:08AM Deputy: SD
OFFICIAL RECORD
Requested By:
WESTERN TITLE INC RIDGE
Douglas County - NV
Werner Christen - Recorder
Page: 1 of 21 Fee: 34.00
BK-608 PG-7685 RPTT: 0.00



Assessor's Parcel Number: 1320-04-001-01

Recording Requested By,
And After Recording, Return To:
PAUL, HASTINGS, JANOFSKY &
WALKER LLP
55 Second Street, 24th Floor
San Francisco, California 94015
Attn: Kevin B. Fisher

DEED OF TRUST
AND ASSIGNMENT OF RENTS AND LEASES

THIS DEED OF TRUST AND ASSIGNMENT (this "Deed of Trust") is executed as of May ³⁰ 2008 by BMC WEST CORPORATION, A DELAWARE CORPORATION ("Trustor"), to CHICAGO TITLE AGENCY OF NEVADA, a Nevada corporation ("Trustee"), for the benefit of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Administrative Agent ("Beneficiary"). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement (defined below).

ARTICLE I. GRANT IN TRUST

1.1 Grant. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Trustor, for the purposes and upon the terms and conditions in this Deed of Trust, Trustor irrevocably grants, bargains, sells, conveys and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, Trustor's interest, if any, in: (a) all real property located in Douglas County, Nevada, and described on Exhibit A attached hereto (the "Real Property"); (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of said Real Property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) 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 said Real Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said Real Property; (e) all buildings, improvements and landscaping now or hereafter erected or located on said Real Property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, said Real Property; (g) all mineral rights, oil and gas rights, air rights, water or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with said Real Property, whether decreed or undecreed, tributary or non-tributary, surface or underground, appropriated or unappropriated, and all shares of stock in any water, canal, ditch or reservoir company, and all well permits, water service contracts, drainage rights and other evidences of any such rights; (h) all of the Leases and Rents and all other benefits of any of the Real Property, improvements and fixtures; and (i) all interest or estate which Trustor now has or may hereafter acquire in said Real Property and all additions and accretions thereto, and all awards or payments made for the taking of all or any portion of said Real Property by eminent domain or any proceeding or purchase in lieu thereof, or any damage to any portion of said Real Property (collectively, the "Subject Property"), subject to the "Permitted Encumbrances" attached hereto as Exhibit B. The listing of specific rights or property shall not be interpreted as a limitation of general terms.

1.2 Address. The address of the Subject Property (if known) is: 2587 Business Parkway, Carson City, Nevada. Neither the failure to designate an address nor any inaccuracy in the address



designated shall affect the validity or priority of the lien of this Deed of Trust on the Subject Property as described on Exhibit A. In the event of any conflict between the provisions of Exhibit A and said address, Exhibit A shall control.

ARTICLE II. OBLIGATIONS SECURED

2.1 Obligations Secured. Trustor makes this grant and assignment for the purpose of securing the following obligations (each, a "Secured Obligation" and collectively, the "Secured Obligations"):

(a) payment to Beneficiary of all sums at any time owing and performance of all other obligations arising under or in connection with that certain Second Amended and Restated Credit Agreement dated as of November 10, 2006 (as amended, the "Credit Agreement") and/or the Loan Documents (as defined in the Credit Agreement) related thereto, by and between Building Materials Holding Corporation, a Delaware corporation, Trustor, other subsidiary Guarantors (as defined in the Credit Agreement), Beneficiary (as Administrative Agent thereunder), the Lenders (as defined in the Credit Agreement) and certain other parties named or referred to therein, including, without limitation, all advances under (i) the Existing Term Loans, (ii) the New Term B Loan, (iii) the Revolving Loan, (iv) the Swingline Loan and (v) in connection with the issuance of letters of credit (it being understood that the Credit Agreement is a syndicated loan involving multiple lenders and that the identities of the Lenders may change from time to time); and

(b) payment to the Lenders (including Beneficiary) from time to time of all sums at any time owing and performance of all other obligations arising under or in connection with any Term B Notes and/or Revolving Notes (each a "Note", and collectively the "Notes") that Trustor may execute from time to time pursuant to the Credit Agreement and at the request of the Lenders (it being understood that the Notes are issued pursuant to a syndicated loan and that the identities of the Lenders may change from time to time, resulting in the issuance of new replacement Notes), and payable to one or more of the Lenders (including the Beneficiary) or their order, together with the payment and performance of any other indebtedness or obligations incurred in connection with the credit accommodation evidenced by the Credit Agreement and the Notes, whether or not specifically referred to therein; it being understood that the Credit Agreement provides for and the Revolving Notes evidence a revolving line of credit under which the principal loan advance may be made, repaid, and then re-made, subject to the terms thereof; and

(c) payment and performance of all obligations of Trustor under this Deed of Trust, together with all advances, payments or other expenditures made by Beneficiary or Trustee as or for the payment or performance of any such obligations of Trustor; and

(d) payment and performance of all obligations, if any, and the contracts under which they arise, which any rider acknowledged by Trustor attached to and recorded with this Deed of Trust recites are secured hereby; and

(e) payment to Beneficiary of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with a Swap Provider (as defined in the Credit Agreement) in connection with any Specified Swap Contract (as defined in the Credit Agreement); and

(f) payment and performance of all future advances and other obligations that the then record owner of the Subject Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when any such advance or other obligation is evidenced by a writing which recites that it is secured by this Deed of Trust; and



(g) all modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

2.2 Obligations. The term "obligations" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, joint or several, including without limitation, all principal, interest, charges, including prepayment charges and late charges, and loan fees at any time accruing or assessed on any Secured Obligation.

2.3 Incorporation. All terms of the Secured Obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Subject Property are hereby deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that: (a) the Notes, the Credit Agreement and/or the Loan Documents or any other Secured Obligation may permit borrowing, repayment and reborrowing; and (b) the rate of interest on one or more of the Secured Obligations may vary from time to time.

2.4 Future Advances. This Deed of Trust is governed by Nevada Revised Statutes ("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 106.345) secured hereby (including disbursements that the Beneficiary or any Lender may, but shall not be obligated to, make under this Deed of Trust, the Loan Documents or any other document with respect thereto) shall not exceed Five Hundred and Fifty Million Dollars (\$550,000,000). 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 Property given priority by law.

ARTICLE III. ASSIGNMENT OF RENTS

3.1 Assignment. For the purposes and upon the terms and conditions set forth herein, Trustor irrevocably assigns to Beneficiary all of Trustor's right, title and interest in, to and under all leases, licenses, rental agreements and other agreements of any kind relating to the use or occupancy of any of the Subject Property, whether existing as of the date hereof or at any time hereafter entered into, together with all guarantees of and security for any tenant's or lessee's performance thereunder, and all amendments, extensions, renewals and modifications thereto (each, a "Lease" and collectively, the "Leases"), together with any and all other rents, issues and profits of the Subject Property (collectively, "Rents"). This assignment shall not impose upon Beneficiary any duty to produce Rents from the Subject Property, nor cause Beneficiary to be: (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor or landlord under any Lease; or (c) responsible for any waste committed by any person or entity at any time in possession of the Subject Property or any part thereof, or for any dangerous or defective condition of the Subject Property, or for any negligence in the management, upkeep, repair or control of the Subject Property. This is an absolute assignment, not an assignment for security only, and Beneficiary's right to Rents is not contingent upon and may be exercised without taking possession of the Subject Property, subject to the License granted to Trustor pursuant to Section 3.3 hereof to collect Rents. Trustor agrees to execute and deliver to Beneficiary, within five (5) business days of Beneficiary's written request, such additional documents as Beneficiary or Trustee may reasonably request to further evidence the assignment to Beneficiary of any and all Leases and Rents. Beneficiary or Trustee, at Beneficiary's option and without notice, may notify any lessee or tenant of this assignment of the Leases and Rents.



3.2 Protection of Security. To protect the security of this assignment, Trustor agrees:

(a) At Trustor's sole cost and expense to perform each obligation to be performed by the lessor or landlord under each Lease and to enforce or secure the performance of each obligation to be performed by the lessee or tenant under each Lease.

(b) At Trustor's sole cost and expense, to defend any action in any manner connected with any Lease or the obligations thereunder, and to pay all reasonable costs of Beneficiary or Trustee, including reasonable attorneys' fees, in any such action in which Beneficiary or Trustee may appear.

(c) That, should Trustor fail to do any act required to be done by Trustor under a Lease, then Beneficiary or Trustee, but without obligation to do so and without notice to Trustor and without releasing Trustor from any obligation hereunder, may make or do the same in such manner and to such extent as Beneficiary or Trustee deems necessary to protect the security hereof, and, in exercising such powers, Beneficiary or Trustee may employ attorneys and other agents, and Trustor shall pay necessary but reasonable costs and actual reasonable attorneys' fees incurred by Beneficiary or Trustee, or their agents, in the exercise of the powers granted herein.

(d) To pay to Beneficiary promptly upon presentment of an invoice therefor, all reasonable sums expended under the authority hereof, including reasonable attorneys' fees, together with interest thereon at the highest rate per annum payable under any Secured Obligation, and the same, at Beneficiary's option, may be added to any Secured Obligation and shall be secured hereby.

3.3 License. Beneficiary confers upon Trustor a license ("License") to collect and retain the Rents as, but not before, they come due and payable, except during the continuation of any Default. During the continuation of any Default, the License shall be automatically revoked, and Beneficiary or Trustee may, at Beneficiary's option and without notice, either in person or by agent, with or without bringing any action, or by a receiver to be appointed by a court pursuant to applicable law: (a) enter, take possession of, manage and operate the Subject Property or any part thereof; (b) make, cancel, enforce or modify any Lease; (c) obtain and evict tenants, fix or modify Rents, and do any acts which Beneficiary or Trustee deems proper to protect the security hereof; (d) either with or without taking possession of the Subject Property, in its own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the same in accordance with the provisions of this Deed of Trust; (e) perform any other acts permitted by applicable law, including NRS Chapter 107A. The entering and taking possession of the Subject Property, the collection of Rents and the application thereof as aforesaid, shall not cure or waive any Default, nor waive, modify or affect any notice of default hereunder, nor invalidate any act done pursuant to any such notice. The License shall not grant to Beneficiary or Trustee the right to possession, except as provided in this Deed of Trust.

ARTICLE IV. RIGHTS AND DUTIES OF THE PARTIES

4.1 Title. Trustor warrants that, except as disclosed to Beneficiary in Exhibit B, Trustor lawfully possesses and holds fee simple title to the Subject Property without limitation on the right to encumber, as herein provided, and that upon recordation in the Official Records of the County of Douglas and State of Nevada, this Deed of Trust shall be a valid lien on the Subject Property and all of Trustor's interest therein.

4.2 Taxes and Assessments. Subject to the right, if any, of Trustor to contest payment of the following pursuant to any other agreement between Trustor and Beneficiary, Trustor shall pay prior to delinquency all taxes, assessments, levies and charges imposed: (a) by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Subject Property or any interest therein; or (b) by any public authority upon Beneficiary by reason of its interest in any Secured Obligation or in the Subject Property, or by reason of any payment made to



Beneficiary pursuant to any Secured Obligation; provided however, that Trustor shall have no obligation to pay any income taxes of Beneficiary. Promptly upon written request by Beneficiary, Trustor shall furnish to Beneficiary satisfactory evidence of the payment of all of the foregoing. Beneficiary is hereby authorized to request and receive from the responsible governmental and non-governmental personnel written statements with respect to the accrual and payment of any of the foregoing.

4.3 Performance of Secured Obligations. Trustor shall promptly pay and perform each Secured Obligation when due.

4.4 Liens, Encumbrances and Charges. Trustor shall immediately discharge any lien on the Subject Property not permitted by the Credit Agreement and/or the Loan Documents. Except as otherwise provided in any Secured Obligation or other agreement with Beneficiary, including any right to contest any demands for payment thereof, Trustor shall pay when due all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber the Subject Property, whether senior or subordinate hereto, including without limitation, any mechanics' liens.

4.5 Insurance. Trustor shall insure the Subject Property in accordance with Section 7.06 of the Credit Agreement. Neither Beneficiary nor Trustee, by reason of accepting, rejecting, approving or obtaining insurance, shall incur any liability for: (a) the existence, nonexistence, form or legal sufficiency thereof; (b) the solvency of any insurer; or (c) the payment of losses. All policies and certificates of insurance shall provide that the insurance cannot be terminated as to Beneficiary except upon a minimum of thirty (30) days' prior written notice to Beneficiary.

4.6 INTENTIONALLY OMITTED.

4.7 Damages; Insurance and Condemnation Proceeds.

(a) (a) Subject to Sections 4.7(b) and (c) below, all (i) awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation (or transfer in lieu thereof) for public or private use affecting the Subject Property; (ii) other claims and awards for damages to or decrease in value of the Subject Property; (iii) proceeds of any insurance policies payable by reason of loss sustained to the Subject Property; and (iv) interest which may accrue on any of the foregoing (collectively, the "Proceeds"), shall be disposed of in accordance with Section 2.08(a)(iii) of the Credit Agreement as if such Proceeds are Net Proceeds (as defined in the Credit Agreement).

(b) (b) At the absolute discretion of Beneficiary, whether or not its security is or may be impaired, but subject to applicable law if any, and without regard to any requirement contained in any other Section hereof, Beneficiary may (i) commence, appear in, defend or prosecute any assigned claim or action, and may adjust, compromise, settle and collect all claims and awards assigned to Beneficiary; provided however, that in no event shall Beneficiary be responsible for any failure to collect any claim or award, regardless of the cause of the failure; and (ii) apply all or any of the Proceeds it receives to its expenses in settling, prosecuting or defending any such claim and apply the balance to the Secured Obligations in accordance with Section 9.03 of the Credit Agreement.

(c) (c) Notwithstanding anything in this Deed of Trust or any of the other Loan Documents to the contrary, so long as no Default shall have occurred that is continuing, all Proceeds shall be used by Trustor for the repair, replacement or restoration of the Subject Property, as and to the extent Trustor deems necessary.

4.8 Maintenance and Preservation of Subject Property. Subject to the provisions of any Secured Obligation, Trustor covenants:



- (a) to keep the Subject Property in good condition and repair;
- (b) except with Beneficiary's prior written consent, which consent shall not be unreasonably withheld, not to demolish the Subject Property;
- (c) to the extent of Proceeds received by Trustor, to restore promptly and in good workmanlike manner any portion of the Subject Property which may be damaged or destroyed;
- (d) to comply with and not to violate any or all of the following which govern acts or conditions on, or otherwise, which could reasonably be expected to have a Material Adverse Effect (as defined in the Credit Agreement) on the Subject Property: (i) laws, ordinances, regulations, standards and judicial and administrative rules and orders; (ii) covenants, conditions, restrictions and equitable servitudes, whether public or private; and (iii) requirements of insurance companies and any bureau or agency which establishes standards of insurability;
- (e) not to commit or permit waste of the Subject Property; and
- (f) to do or cause to be done any and all other acts may be reasonably necessary to maintain and preserve the character or use of the Subject Property.

4.9 Hazardous Substances; Environmental Provisions. (a) Trustor hereby agrees to defend, indemnify and hold harmless Beneficiary, its directors, officers, employees, agents, successors and assigns, from and against any and all losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including without limitation, attorneys' fees and expenses) which Beneficiary may incur as a direct or indirect consequence of the use, generation, manufacture, storage, treatment, disposal, release or threatened release, transportation or presence of Hazardous Materials (as defined in the Credit Agreement) in, on, under or about the Subject Property. Trustor shall pay to Beneficiary immediately upon demand any amounts owing under this indemnity, together with interest from the date of demand until paid in full at the highest rate of interest applicable to any Secured Obligation. **TRUSTOR'S DUTY AND OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS BENEFICIARY SHALL SURVIVE THE CANCELLATION OF THE SECURED OBLIGATIONS AND THE RELEASE, RECONVEYANCE OR PARTIAL RECONVEYANCE OF THIS DEED OF TRUST.**

(b) Trustor shall advise Beneficiary in writing upon, but in no event later than ten (10) days after becoming aware of (i) any and all material enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Subject Property pursuant to any applicable Environmental Laws (as defined in the Credit Agreement); (ii) all other Environmental Claims (as defined in the Credit Agreement); and (iii) any environmental or similar condition on any real property adjoining or in the vicinity of the Subject Property, that could reasonably be anticipated to cause the Subject Property or any part thereof to be subject to any material restrictions on the ownership, occupancy, transferability or use of such property under any Environmental Laws.

4.10 Protection of Security. Trustor shall, at Trustor's sole expense: (a) protect, preserve and defend the Subject Property and Trustor's title and right to possession of the Subject Property against all adverse claims (except for Permitted Encumbrances); (b) if Trustor's interest in the Subject Property is a leasehold interest or estate, pay and perform in a timely manner all obligations to be paid and/or performed by the lessee or tenant under the lease or other agreement creating such leasehold interest or estate; and (c) protect, preserve and defend the security of this Deed of Trust and the rights and powers of Beneficiary and Trustee under this Deed of Trust against all adverse claims (except for Permitted Encumbrances). Trustor shall give Beneficiary and Trustee prompt notice in writing of the assertion of any material claim, the filing of any action or proceeding, or the occurrence of any material damage or condemnation offer relating to or affecting the Subject Property.



4.11 Acceptance of Trust; Powers and Duties of Trustee. Trustee accepts this trust when this Deed of Trust is executed. From time to time, upon written request of Beneficiary and, to the extent required by applicable law presentation of this Deed of Trust for endorsement, and without affecting the personal liability of any person for payment of any indebtedness or performance of any of the Secured Obligations, Beneficiary, or Trustee at Beneficiary's direction, may, without obligation to do so or liability therefor and without notice: (a) reconvey all or any part of the Subject Property from the lien of this Deed of Trust; (b) consent to the making of any map or plat of the Subject Property; and (c) join in any grant of easement or declaration of covenants and restrictions with respect to the Subject Property, or any extension agreement or any agreement subordinating the lien or charge of this Deed of Trust. Trustee or Beneficiary may from time to time apply to any court of competent jurisdiction for aid and direction in the execution of the trusts and its enforcement of its rights and remedies available under this Deed of Trust, and may obtain orders or decrees directing, confirming or approving acts in the execution of said trusts and the enforcement of said rights and remedies. Unless otherwise required by applicable law, Trustee has no obligation to notify any party of any pending sale or any action or proceeding (including, but not limited to, actions in which Trustor, Beneficiary or Trustee shall be a party) unless held or commenced and maintained by Trustee under this Deed of Trust. Trustee shall not be obligated to perform any act required of it under this Deed of Trust unless the performance of the act is requested in writing and Trustee is reasonably indemnified against all losses, costs, liabilities and expenses in connection therewith.

4.12 Compensation; Exculpation; Indemnification.

(a) Trustor shall pay all Trustee's reasonable fees and reimburse Trustee for all reasonable expenses in the administration of this trust, including reasonable attorneys' fees. Beneficiary shall not directly or indirectly be liable to Trustor or any other person as a consequence of: (i) the exercise of any rights, remedies or powers granted to Beneficiary in this Deed of Trust; (ii) the failure or refusal of Beneficiary to perform or discharge any obligation or liability of Trustor under this Deed of Trust or any Lease or other agreement related to the Subject Property; or (iii) any loss sustained by Trustor or any third party as a result of Beneficiary's failure to lease the Subject Property after any Default or from any other act or omission of Beneficiary in managing the Subject Property after any Default unless such loss is caused by the willful misconduct or gross negligence of Beneficiary; and no such liability shall be asserted or enforced against Beneficiary, and all such liability is hereby expressly waived and released by Trustor.

(b) Trustor shall indemnify Trustee and Beneficiary against, and hold them harmless from, any and all losses, damages, liabilities, claims, causes of action, judgments, court costs, reasonable attorneys' fees and other legal expenses, costs of evidence of title, costs of evidence of value, and other expenses which either may suffer or incur: (i) by reason of this Deed of Trust; (ii) by reason of the execution of this trust or the performance of any act required or permitted hereunder or by law; (iii) as a result of any failure of Trustor to perform Trustor's obligations; or (iv) by reason of any alleged obligation or undertaking of Beneficiary to perform or discharge any of the representations, warranties, conditions, covenants or other obligations contained in any other document related to the Subject Property, including without limitation, the payment of any taxes, assessments, rents or other lease obligations, liens, encumbrances or other obligations of Trustor under this Deed of Trust. Trustor's duty to indemnify Trustee and Beneficiary shall survive the payment, discharge or cancellation of the Secured Obligations and the release or reconveyance, in whole or in part, of this Deed of Trust; provided however, that such indemnity shall not, as to any Indemnitee (as defined in the Credit Agreement), be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) result from a claim brought by the Trustor or any affiliate of the Trustor against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under the Credit Agreement and/or Loan Documents, if the Trustor or such affiliate of the Trustor has



obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

(c) Trustor shall pay all indebtedness arising under this Section within ten (10) Business Days following demand therefor by Trustee or Beneficiary. Beneficiary may, at its option, add any such indebtedness to any Secured Obligation.

4.13 Substitution of Trustees. From time to time, by a writing signed and acknowledged by Beneficiary and recorded in each Office in which this Deed of Trust is recorded, Beneficiary may appoint another trustee to act in the place and stead of Trustee or any successor. Such writing shall set forth the recordation date and any recording or other information required by law. The recordation of such instrument of substitution shall discharge Trustee herein named and shall appoint the new trustee as the trustee hereunder with the same effect as if originally named Trustee herein. A writing recorded pursuant to the provisions of this Section shall be conclusive proof of the proper substitution of such new Trustee.

4.14 Due on Sale or Encumbrance. Except as permitted by applicable law, if the Subject Property or any interest therein shall be sold, transferred (including without limitation, where applicable, through sale or transfer of a majority or controlling interest of the corporate stock, or any general partnership, limited liability company or other similar interests, of Trustor), mortgaged, assigned, encumbered or leased, whether voluntarily, involuntarily or by operation of law (each of which actions and events is called a "Transfer") in a transaction prohibited by the Credit Agreement or any other Loan Document, without Beneficiary's prior written consent, THEN Beneficiary may, in accordance with the Credit Agreement, declare all Secured Obligations immediately due and payable in full. Trustor shall notify Beneficiary in writing of each Transfer within ten (10) business days of the date thereof.

4.15 Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Subject Property or in any manner obligated under any Secured Obligation (each, an "Interested Party"), Beneficiary may, from time to time, release any Interested Party from liability for the payment of any Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation, accept additional security, and enforce, waive, subordinate or release all or a portion of the Subject Property or any other security for any Secured Obligation. None of the foregoing actions shall release or reduce the personal liability of any Interested Party, nor release or impair the priority of the lien of this Deed of Trust upon the Subject Property.

4.16 Reconveyance. Upon Beneficiary's written request, and solely to the extent required by applicable law upon surrender of this Deed of Trust and every note or other instrument setting forth any Secured Obligations to Trustee for cancellation, Trustee shall reconvey, without warranty, the Subject Property, or that portion thereof then covered hereby, from the lien of this Deed of Trust. The recitals of any matters or facts in any reconveyance executed hereunder shall be conclusive proof of the truthfulness thereof. To the extent permitted by law, the reconveyance may describe the grantee as "the person or persons legally entitled thereto." Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance. When the Subject Property has been fully reconveyed, the last such reconveyance shall operate as a reassignment of all future Rents to the person or persons legally entitled thereto. Upon Beneficiary's demand, Trustor shall pay all costs and expenses incurred by Beneficiary in connection with any reconveyance.

4.17 Subrogation. Beneficiary shall be subrogated to the lien of all encumbrances, whether or not released of record, paid in whole or in part by Beneficiary pursuant to this Deed of Trust or by the proceeds of any Secured Obligation.

4.18 INTENTIONALLY OMITTED.



ARTICLE V. DEFAULT PROVISIONS

5.1 Default. The occurrence of any of the following shall constitute a "Default" under this Deed of Trust: (i) the failure of the Trustor to perform any non-monetary obligation hereunder and the continuance of any such failure for twenty (20) days after delivery of written notice thereof to Trustor, or any longer cure period, if any, allowed under the Credit Agreement for such failure; or (ii) the occurrence of any Event of Default (as defined in the Credit Agreement).

5.2 Rights and Remedies. Upon the occurrence of any Default beyond any applicable notice and cure periods, and at any time thereafter, Beneficiary (and Trustee, if instructed by Beneficiary) shall have all the following rights and remedies, to the extent permitted by applicable law:

(a) To the extent allowed by applicable law, with or without notice, to declare all Secured Obligations immediately due and payable in full.

(b) With or without notice, without releasing Trustor from any Secured Obligation and without becoming a mortgagee in possession, to cure any Default of Trustor and, in connection therewith: (i) to enter upon the Subject Property and to do such acts and things as Beneficiary or Trustee deems necessary or desirable to protect the security of this Deed of Trust, including without limitation, to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee hereunder; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of either Beneficiary or Trustee, is senior in priority to this Deed of Trust, the judgment of Beneficiary or Trustee being conclusive as between the parties hereto; (iii) to obtain, and to pay any premiums or charges with respect to, any insurance required to be carried hereunder; (iv) and to employ counsel, accountants, contractors and other appropriate persons to assist them.

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this Deed of Trust as a mortgage or to obtain specific enforcement of the covenants of Trustor under this Deed of Trust, and Trustor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy. For the purposes of any suit brought under this subsection, Trustor waives the defenses of laches and any applicable statute of limitations.

(d) To apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Subject Property as a matter of strict right, without the necessity of making any of the showings otherwise required by NRS §107.100, and without regard to: (i) the adequacy of the security for the repayment of the Secured Obligations; (ii) the existence of a declaration that the Secured Obligations are immediately due and payable; or (iii) the filing of a notice of default; and Trustor consents to such appointment.

(e) To take and possess all documents, books, records, papers and accounts of Trustor or the then owner of the Subject Property; to make or modify Leases of, and other agreements with respect to, the Subject Property upon such terms and conditions as Beneficiary deems proper; and to make repairs, alterations and improvements to the Subject Property deemed necessary, in Trustee's or Beneficiary's judgment, to protect or enhance the security hereof.

(f) To execute or cause Trustee to execute a written notice of such Default and of its election to cause the Subject Property to be sold to satisfy the Secured Obligations. Trustee shall give and record such notice as the law then requires as a condition precedent to a trustee's sale. When the minimum period of time required by law after such notice has elapsed, Trustee, without notice to or demand upon Trustor, except as otherwise required by law, shall sell the Subject Property at the time and place of sale fixed by it in the notice of sale, at one or several sales, either as a whole or in separate parcels and in such manner and order, all as directed by Beneficiary in its sole discretion, at public auction to the highest



bidder for cash, in lawful money of the United States, payable at the time of sale. Except as required by law, neither Trustor nor any other person or entity shall have the right to direct the order in which the Subject Property is sold. Subject to requirements and limits imposed by law, Trustee may postpone any sale of the Subject Property by public announcement at such time and place of sale, and from time to time may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Trustee shall deliver to the purchaser at such sale a deed conveying the Subject Property or portion thereof so sold, but without any covenant or warranty, express or implied. The recitals in said deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustee, Trustor or Beneficiary, may purchase at such sale.

(g) To resort to and realize upon the security hereunder and any other security now or later held by Beneficiary concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and to apply the proceeds received in accordance with the Section hereof entitled Application of Foreclosure Sale Proceeds, all in such order and manner as Beneficiary shall determine in its sole discretion.

(h) Upon sale of the Subject Property at any judicial or non-judicial foreclosure, Beneficiary may credit bid (as determined by Beneficiary in its sole discretion) all or any portion of the Secured Obligations. In determining such credit bid, Beneficiary may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Subject Property as such appraisals may be discounted or adjusted by Beneficiary in its sole underwriting discretion; (ii) expenses and costs incurred by Beneficiary with respect to the Subject Property prior to foreclosure; (iii) expenses and costs which Beneficiary anticipates will be incurred with respect to the Subject Property after foreclosure, but prior to resale, including without limitation, costs of structural reports and other due diligence, costs to carry the Subject Property prior to resale, costs of resale (e.g., commissions, attorneys' fees, and taxes), Hazardous Materials clean-up and monitoring, deferred maintenance, repair, refurbishment and retrofit, and costs of defending or settling litigation affecting the Subject Property; (iv) declining trends in real property values generally and with respect to properties similar to the Subject Property; (v) anticipated discounts upon resale of the Subject Property as a distressed or foreclosed property; (vi) the existence of additional collateral, if any, for the Secured Obligations; and (vii) such other factors or matters that Beneficiary deems reasonably appropriate. Trustor acknowledges and agrees that: (A) Beneficiary is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (B) this Section does not impose upon Beneficiary any additional obligations that are not imposed by law at the time the credit bid is made; (C) the amount of Beneficiary's credit bid need not have any relation to any loan-to-value ratios specified in any agreement between Trustor and Beneficiary or previously discussed by Trustor and Beneficiary; and (D) Beneficiary's credit bid may be, at Beneficiary's sole discretion, higher or lower than any appraised value of the Subject Property.

5.3 Application of Foreclosure Sale Proceeds. After deducting all costs, fees and expenses of Trustee, and of this trust, including costs of evidence of title and attorneys' fees in connection with a sale, all proceeds of any foreclosure sale shall be applied first, to payment of all Secured Obligations in accordance with Section 9.03 of the Credit Agreement (including without limitation, all sums expended by Beneficiary under the terms hereof and not then repaid, with accrued interest at the highest rate per annum payable under any Secured Obligation); and the remainder, if any, to the person or persons legally entitled thereto.

5.4 Application of Other Sums. All Rents or other sums received by Beneficiary or any agent or receiver hereunder, less all costs and expenses incurred by Beneficiary or such agent or receiver, including reasonable attorneys' fees, shall be applied to payment of the Secured Obligations in accordance with Section 9.03 of the Credit Agreement; provided however, that Beneficiary shall have no liability for funds not actually received by Beneficiary.



5.5 No Cure or Waiver. Neither Beneficiary's, Trustee's or any receiver's entry upon and taking possession of the Subject Property, nor any collection of Rents, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise of any other right or remedy by Beneficiary, Trustee or any receiver shall impair the status of the security of this Deed of Trust, or cure or waive any breach, Default or notice of default under this Deed of Trust, or nullify the effect of any notice of default or sale (unless all Secured Obligations and any other sums then due hereunder have been paid in full and Trustor has cured all other Defaults), or prejudice Beneficiary or Trustee in the exercise of any right or remedy, or be construed as an affirmation by Beneficiary of any tenancy, lease or option of the Subject Property or a subordination of the lien of this Deed of Trust.

5.6 Costs, Expenses and Attorneys' Fees. Trustor agrees to pay to Beneficiary the full amount of all payments, advances, charges, costs and expenses, including court costs and reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Beneficiary's in-house counsel), expended or incurred by Trustee or Beneficiary pursuant to this Article V, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Beneficiary or any other person) relating to Trustor or in any way affecting any of the Subject Property or Beneficiary's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Trustor within ten (10) days of demand therefor.

5.7 Power to File Notices and Cure Defaults. Trustor hereby irrevocably appoints Beneficiary and its successors and assigns as Trustor's true attorney-in-fact to perform any of the following powers, which agency is coupled with an interest: (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Beneficiary reasonably deems appropriate to protect Beneficiary's interest; and (b) upon the occurrence of any event, act or omission which with the giving of notice or the passage of time, or both, would constitute a Default, to perform any obligation of Trustor hereunder; provided however, that Beneficiary, as such attorney-in-fact, shall only be accountable for such funds as are actually received by Beneficiary, and Beneficiary shall not be liable to Trustor or any other person or entity for any failure to act under this Section.

5.8 Remedies Cumulative; No Waiver. All rights, powers and remedies of Beneficiary and Trustee hereunder are cumulative and are in addition to all rights, powers and remedies provided by law or in any other agreements between Trustor and Beneficiary. No delay, failure or discontinuance of Beneficiary in exercising any right, power or remedy hereunder shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy.

ARTICLE VI. MISCELLANEOUS PROVISIONS

6.1 No Merger. No merger shall occur as a result of Beneficiary's acquiring any other estate in, or any other lien on, the Subject Property unless Beneficiary specifically consents to a merger in writing.

6.2 Execution of Documents. Trustor agrees, upon written demand by Beneficiary or Trustee, to execute any and all documents and instruments reasonably required to effectuate the provisions hereof.

6.3 Right of Inspection. Upon reasonable prior written notice to Trustor thereof, Beneficiary or its agents or employees may enter onto the Subject Property at any reasonable time for the purpose of inspecting the Subject Property and ascertaining Trustor's compliance with the terms hereof.



6.4 Notices. All notices, requests and demands which Trustor, Trustee or Beneficiary is required or may desire to give to the other party must be in writing, delivered to Beneficiary at the following address:

WELLS FARGO BANK, NATIONAL ASSOCIATION
333 Market Street, 3rd Floor
San Francisco, California 94105
Attention: Seth Moldoff

With a copy to: WELLS FARGO BANK, NATIONAL ASSOCIATION
45 Fremont Street, 26th Floor
San Francisco, California 94105
Attention: Joyce S. Jaber

And to: WELLS FARGO BANK, NATIONAL ASSOCIATION
333 Market Street, 3rd Floor
San Francisco, California 94105
Attention: Rajendra Sewak

And to: WELLS FARGO BANK, NATIONAL ASSOCIATION
333 Market Street, 3rd Floor
San Francisco, California 94105
Attention: Rachelle Cayanan

And to: Paul, Hastings, Janofsky & Walker LLP
55 Second Street, 24th Floor
San Francisco, California 94105
Attention: Kevin B. Fisher

and to Trustor at its address set forth in the signature lines below, or at such other address as either party shall designate by written notice to the other party in accordance with the provisions hereof. Any Trustor whose address is set forth below hereby requests that a copy of any notice of default and notice of sale be mailed to such Trustor at that address. Failure to insert an address shall constitute a designation of Trustor's last known address as the address for any such notice. Trustee's address is Chicago Title Company, c/o Wells Fargo Bank, 333 Market Street, 3rd Floor, San Francisco, California 94105, Attention: Seth Moldoff, RE: BMHC CREDIT FACILITY.

6.5 Successors; Assignment. This Deed of Trust shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto; provided however, that this Section does not waive the provisions of the Section hereof entitled Due on Sale or Encumbrance. Beneficiary reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, Beneficiary's rights and benefits under the Notes, the Credit Agreement and/or the Loan Documents, any and all other Secured Obligations and this Deed of Trust. In connection therewith, Beneficiary may disclose all documents and information which Beneficiary now has or hereafter acquires relating to the Subject Property, all or any of the Secured Obligations and/or Trustor and, as applicable, any partners, joint venturers or members of Trustor, whether furnished by any Trustor or otherwise.

6.6 Rules of Construction. (a) When appropriate based on the identity of the parties or other circumstances, the masculine gender includes the feminine or neuter or both, and the singular number includes the plural; (b) the term "Subject Property" means all and any part of or interest in the Subject Property; (c) all Section headings herein are for convenience of reference only, are not a part of this Deed of Trust, and shall be disregarded in the interpretation of any portion of this Deed of Trust; (d) if more than



one person or entity has executed this Deed of Trust as "Trustor," the obligations of all such Trustors hereunder shall be joint and several; and (e) all terms of Exhibit A, and each other exhibit and/or rider attached hereto and recorded herewith, are hereby incorporated into this Deed of Trust by this reference.

6.7 Severability of Provisions. If any provision of this Deed of Trust shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Deed of Trust.

6.8 INTENTIONALLY OMITTED.

6.9 Cure Periods; Statutory Covenants. All cure periods provided hereunder or under any Secured Obligation shall, at Beneficiary's sole option, run concurrently with the applicable statutory cure periods. To the extent not inconsistent with the other provisions of the Deed of Trust, covenants Numbers 1,3,5,6,8 and 9 of NRS §107.30 are hereby adopted and made a part of this Deed of Trust.

6.10 Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Nevada.

6.11 Arbitration.

(a) Arbitration. The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise in any way arising out of or relating to this Deed of Trust and its negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination.

(b) Governing Rules. Any arbitration proceeding will (i) proceed in a location in Nevada selected by the American Arbitration Association ("AAA"); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

(c) No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

(d) Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules,



and who shall not render an award of greater than \$5,000,000.00. Any dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. The arbitrator will be a neutral attorney licensed in the State of Nevada or a neutral retired judge of the state or federal judiciary of Nevada, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of Nevada and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Nevada Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(e) Discovery. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(f) Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties who have executed this Deed of Trust or any other contract, instrument or document relating to any Secured Obligation, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(g) Payment Of Arbitration Costs And Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding.

(h) Real Property. Notwithstanding anything herein to the contrary, no dispute shall be submitted to arbitration if the dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the one-action rule statute of Nevada, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

(i) Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of any of the documents or any relationship between the parties.


[Remainder of Page Left Blank Intentionally]



IN WITNESS WHEREOF, Trustor has executed this Déed of Trust as of the date first set forth above.

Trustor(s)

Address(es)

By: 
Name: _____
Title: _____

PAUL S. STREET
Sr. Vice President, Chief Administrative Officer
General Counsel and Corporate Secretary

OBTAIN NOTARY ACKNOWLEDGMENTS

COOPY



BK-608
PG-7700

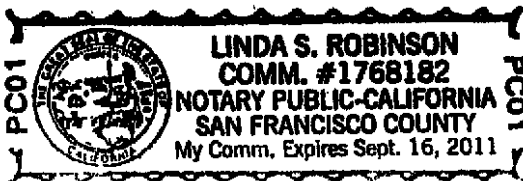
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On May 28, 2008 before me, Linda S. Robinson, notary public
Date Here Insert Name and Title of the Officer

personally appeared Paul S. Street
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Deed of Trust and Assignment of Rent and Lease

Document Date: May 28, 2008 Number of Pages: 14

Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)

Signer's Name: Paul S. Street

Individual Sr. V. P. and Chief Administrator

Corporate Officer — Title(s): Officer

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____



Signer's Name: _____

Individual

Corporate Officer — Title(s): _____

Partner — Limited General

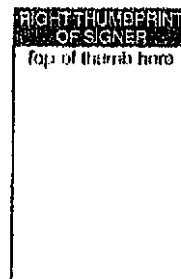
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____



BK-608
PG-7701
725964 Page: 17 of 21 06/30/2008

EXHIBIT A
(Description of Property)

Exhibit A to Deed of Trust and Assignment of Rents and Leases executed by BMC WEST CORPORATION, A DELAWARE CORPORATION, as Trustor, to CHICAGO TITLE AGENCY OF NEVADA, a Nevada corporation, as Trustee, for the benefit of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Administrative Agent, as Beneficiary, dated as of May 30, 2008.

Description of Property

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

That portion of the Northwest 1/4 of the Northwest 1/4, Section 4 and the Northeast 1/4 of the Northeast 1/4 of Section 5, Township 13 North, Range 20 East, M.D.B.&M., in the County of Douglas, State of Nevada, being more particularly described as follows:

BEGINNING at the Southeasterly corner of Lot 8, Block B of the CARSON VALLEY BUSINESS PARK, PHASE I, recorded in Book 993, at Page 3579, as Document No. 318019 of the Official Records of said Douglas County, said corner being on the Northeasterly right-of-way line of Business Parkway, said corner also being on a curve concave to the Southwest and having a radius of 760.00 feet, a radial line through said corner bears North 16°32'31" East; thence Westerly along said curve through a central angle of 7°52'16" an arc distance of 104.41 feet to a point or reversing curvature, a radial line through said point bears North 8°40'15" East, said reverse curve being concave to the Northeast and having a radius of 470.00 feet; thence Westerly and Northerly along said curve through a central angle of 81°17'43" an arc distance of 666.87 feet; thence North 0°02'02" West, 232.16 feet to the beginning of a curve concave to the Southeast and having a radius of 50.00 feet; thence Northerly and Easterly along said curve through a central angle of 90°07'22" an arc distance of 78.65 feet to a point on the Southerly right-of-way line of Johnson Lane; thence Easterly along said right-of-way line South 89°54'40" East, 145.56 feet to the intersection of said right-of-way line with the line common to said Sections 4 and 5; thence North 89°56'52" East 367.04 feet; thence South 25°43'21" East 491.92 feet; thence South 40°08'16" West, 426.74 feet to the **POINT OF BEGINNING**.

REFERENCE is hereby made to that certain Record of Survey map in support of a boundary line adjustment recorded on July 28, 1995, in Book 795, at Page 4518, as Document No. 367095, Official Records wherein said property is hereby referenced as Lot 8A, Block B of the Carson Valley Business Park Phase I.

NOTE (NRS 111.312): The above metes and bounds description appeared previously in that certain **WARRANTY DEED**, recorded in the office of the County Recorder of Douglas County, Nevada on January 4, 1999, in Book 199, Page 0193, as Document No. 457922, of Official Records.



EXHIBIT B
(Permitted Encumbrances)

[see attached]

COPY



BK-608
PG-7703

SCHEDULE B
EXCEPTIONS FROM COVERAGE

Order No: 017462-RTO

Policy No. PROFORMA

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

PART I

1. Intentionally Omitted.
2. The lien, if any, of supplemental taxes, assessed pursuant to the provision of the Nevada Revised Statutes. **NONE DUE AT DATE OF POLICY**
3. Any additional liens which may be levied by reason of said premises being within the Carson Valley Business Park Property Owners Association. **NONE DUE AT THE DATE OF POLICY**
4. Any additional liens which may be levied by reason of said premises being within the North Valley Sewer Improvement District. **NONE DUE AT THE DATE OF POLICY**
5. Any additional liens which may be levied by reason of said premises being within the East Valley Water District. **NONE DUE AT THE DATE OF POLICY**
6. Intentionally Omitted
7. Water rights, claims or title to water, whether or not recorded.
8. Rights of parties in possession as tenants only, with no rights of first refusal or right to purchase
9. Intentionally Omitted.
10. Provisions, Reservations, Easements and the effect thereof, contained in the Patent from the United States of America, recorded on March 29, 1906, in Book 2, Page 256, Land Patent Records of Douglas County, Nevada. **(AFFECTS THAT PORTION OF SAID LAND LYING WITHIN SECTION 5)**
11. Provisions, Reservations, Easements and the effect thereof, contained in the Patent from the United States of America, recorded on March 29, 1906, in Book 2, Page 258, Land Patent Records of Douglas County, Nevada. **(AFFECTS THAT PORTION OF SAID LAND LYING WITHIN SECTION 4)**
12. Rights of way for ditches and canals, with incidental rights thereto, recorded on March 30, 1978, in Book 378, Page 1953 as Document No. 19097, Official Records of Douglas County, Nevada.
13. An Agreement executed by and between the parties named therein, subject to the terms, covenants and conditions therein provided, by and between Torresson Industries, a Nevada corporation, and County of Douglas, a Political Subdivision, recorded on September 18, 1990, in Book 990, Page 2293 as Document No. 23760, Official Records of Douglas County, Nevada.
14. 14a. The following as set forth on CARSON VALLEY BUSINESS PARK PHASE 1, according to the map filed September 21, 1993, as file no. 318019, Douglas County Records. A 10 foot drainage easement along the northerly boundary. The following "GENERAL NOTES" 1. A public utility/catch and sanitary sewer easement is hereby granted within each lot for the exclusive purpose of installing and maintaining utility service facilities to that lot at locations mutually agreed upon by the owner of record at the time of installation and the utility company. In addition, all side and rear lots shall have a public utility easement ten (10) feet in width, centered about the lot line five (5) feet on each side for the purpose of serving utilities

Page 1



725964 Page: 20 of 21 06/30/2008

BK-608
PG-7704

SCHEDULE B - PART I
Continued

to the adjacent lot. Individual lot drainage including swales shall be perpetuated and maintained by the property owner. All lots shall have a seven and one-half (7.5) foot public utility and cluster mailbox easement along the lot lines adjoining Business Parkway, Wildhorse Lane, Silver State Park Way & Johnson Lane. 2. The offer for dedication for a 120' right-of-way for the Mid-Valley arterial parkway and drainage facilities across the property, from Johnson Lane to the Eastern property line is made with the provision that any portion not used for County Right-of-way at ultimate build-out shall revert to a 20' public utility and drainage easement and the remaining property will revert to the adjoining properties.

14b. 5.0' P.U.E. along the northeasterly, and southeasterly boundaries, and a 7.5' P.U.E. along the northerly, westerly, and southwesterly boundaries, as depicted on RECORD OF SURVEY IN SUPPORT OF A BOUNDARY LINE ADJUSTMENT, recorded July 28, 1995 as file no. 367095, Douglas County Records.

15. An Avigation Easement with Right of Reversion by and between Carson Valley Business Park Partners, and Douglas County, Nevada, a quasi-political subdivision of the State of Nevada, recorded on September 21, 1993, in Book 993, Page 3837 as Document No. 318136, Official Records of Douglas County, Nevada.
16. Covenants, conditions and restrictions as set forth in an instrument, recorded on December 3, 1993, in Book 1293, Page 560 as Document No. 324101, Official Records of Douglas County, Nevada; but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
- Said covenants, conditions and restrictions were re-recorded in an instrument, recorded on December 8, 1993, in Book 1293, Page 1491 as Document No. 324407, Official Records of Douglas County, Nevada.
17. A Development Agreement of Carson Valley Business Park executed by and between the parties named therein, subject to the terms, covenants and conditions therein provided, recorded on June 2, 1993, in Book 695, Page 219 as Document No. 363349, Official Records of Douglas County, Nevada.
- 1st Amendment to Development Agreement of Carson Valley Business Park Development Agreement, recorded on June 8, 1993, in Book 695, Page 1557 as Document No. 441452, Official Records of Douglas County, Nevada.
18. The effect of an easement for the purpose shown below and rights incidental thereto, as shown on or as offered for dedication on the recorded map, for public utility purposes, as set forth on Record of Survey recorded on July 28, 1995, as Document No. 367095, Official Records of Douglas County, Nevada. (AFFECTS THE EASTERLY 5 FEET AND WESTERLY 7.5 FEET)
19. INTENTIONALLY OMITTED
20. INTENTIONALLY OMITTED
21. INTENTIONALLY OMITTED

