

Assessor's Parcel Number(s): 1220-05-501-002;
1220-05-501-004

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Comerica Bank
333 West Santa Clara St.
San Jose, CA 95113
Attention: Sylvia Hill

2467216 WB

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING
(WITH ASSIGNMENT OF LEASES AND RENTS)**

THIS DOCUMENT DOES NOT CONTAIN ANY PERSONAL INFORMATION (AS DEFINED IN NEVADA REVISED STATUTES ("NRS") § 603A.040) IN VIOLATION OF NRS §239B.030.

This Deed of Trust, Security Agreement and Fixture Filing (with Assignment of Rents and Leases) ("Deed of Trust") is made as of September 15, 2014 by **ASPEN PARK, LLC**, a Nevada limited liability company, as to an undivided 70.7791442% interest; **JAMES S. VAUDAGNA** and **KEVIN WALTERS**, Trustees of the **CARMEL A. VAUDAGNA FAMILY TRUST** dated October 31, 1976, as to an undivided 15.4272762% interest; **JAMES P. VAUDAGNA**, an individual, as to an undivided 4.5978599% interest, **ANN E. VAUDAGNA**, an individual, as to an undivided 4.5978598% interest, and **LYNN M. VAUDAGNA**, an individual, as to an undivided 4.5978599% interest (collectively, "**Trustor**"), whose address is 1445 West San Carlos Street, San Jose, CA 95126, to **FIRST AMERICAN TITLE INSURANCE COMPANY** ("**Trustee**"), whose address is 5310 Keitzke Lane, Suite 100, Reno, Nevada 89511, for the benefit of **COMERICA BANK**, a Michigan banking corporation ("**Beneficiary**"), whose address is 333 West Santa Clara St., San Jose, California 95113, Attention: Sylvia Hill.

Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE, its successors and assigns, in Trust for the benefit of Beneficiary, with POWER OF SALE TOGETHER WITH RIGHT OF ENTRY AND POSSESSION, the real property in the County of Douglas, State of Nevada, legally described as:

See Description of Real Estate attached as Exhibit A (the "**Land**"),

together with (a) all related easements, hereditaments, appurtenances, rights, licenses and privileges; (b) all buildings and improvements now or later situated under, upon or over any of the Land owned by Trustor; (c) subject to the assignment to Beneficiary under paragraph 9 below, all the rents, issues, profits, revenues, deposit accounts, accounts, instruments, investment property, letter of credit rights, chattel paper, general intangibles and supporting obligations, including lease guaranties, arising from the Land, or relating to any business conducted by Trustor on it, under present or future leases, licenses or otherwise (individually and collectively the "**Rents**"); (d) all machinery, equipment, goods, fixtures, and articles of personal property of every kind and nature (other than Household Goods, as defined by 12 CFR 227.12, as amended from time to time, unless such goods were purchased with the proceeds of any loan secured by this Deed of Trust) owned by Trustor, now or later located upon the Land and usable in connection with any present or future operation of the Land (individually and collectively the "**equipment**") including, without limit, all lighting, heating, cooling, ventilating, air-conditioning, incinerating, refrigerating, plumbing, sprinkling, communicating and electrical systems. It is agreed that all equipment shall for the purposes of this Deed of Trust, unless Beneficiary shall otherwise elect, be deemed conclusively to be real estate and mortgaged and encumbered under this Deed of Trust; and (e) all awards or payments, and interest on them, made with respect to the Premises as a result of (i) any eminent domain proceeding, (ii) any street grade alteration, (iii) any loss of or damage to any building or other improvement, (iv) any other injury to or decrease in the value of the Premises, (v) any refund due on account of the payment of real estate taxes, assessments or other charges levied against the Premises or (vi) any refund of utility deposits or right to any tenant deposit (all of the above individually and collectively the "**Premises**"). Trustor agrees that this Deed of Trust is a "construction mortgage" to the extent that it secures obligations incurred for the acquisition of and/or the construction of improvements on the Land and that this Deed of Trust constitutes a fixture filing under Sections 9334 and 9502 of the Uniform Commercial Code for the State of Nevada and/or California, as applicable, as amended or supplemented from time to time (the "**UCC**").

THIS DEED OF TRUST IS GIVEN FOR THE PURPOSE OF SECURING, in order of priority as Beneficiary may elect, the following (the "**Indebtedness**"): (1) payment of an indebtedness in the sum of One Million and Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) evidenced by that certain Installment Note dated September 15, 2014, executed by Aspen Park, LLC, a Nevada limited liability company, to the order of Beneficiary, and any and all modifications, extensions or renewals of it, however evidenced ("**Note**"); (2) payment of interest on said indebtedness according to the terms of the Note; (3) payment of all other sums becoming due or payable under this Deed of Trust to Trustee or Beneficiary; (4) complete

observance, performance and discharge of every condition, obligation, and agreement contained in this Deed of Trust, in the Note, or in any related loan agreement or in any document evidencing, securing or pertaining to the indebtedness, excluding, however, any guaranty or unsecured environmental indemnity ("Loan Documents") and all modifications, renewals or extensions of any of foregoing; and (5) payment of all additional sums with interest as may be later borrowed from Beneficiary, its successors or assigns by Trustor when evidenced by another promissory note or notes, which is by its terms specifically secured by this Deed of Trust.

In addition, this Deed of Trust also secures and the Indebtedness also includes all costs incurred by Beneficiary or Trustee (all of which costs shall be deemed to be obligatory advances hereunder) in establishing, determining, continuing, or defending the validity or priority of its lien or security interest, or to protect the value of the Premises, or for any appraisal, environmental audit, title examination or title insurance policy relating to the Premises, or in pursuing its rights and remedies under this Deed of Trust; all costs incurred by Beneficiary or Trustee in connection with any suit or claim involving or against Beneficiary or Trustee in any way relating to the Premises, the Indebtedness or this Deed of Trust; and all costs of collecting Indebtedness; all of the above costs including without limit attorney fees incurred by Beneficiary or Trustee. Trustor agrees to pay Beneficiary and Trustee, upon demand, all costs incurred by Beneficiary or Trustee which are secured by this Deed of Trust, and until paid all costs shall bear interest at the highest per annum rate applicable to the note secured by this Deed of Trust or the note guaranteed by the guaranty secured by this Deed of Trust, as the case may be, but not in excess of the maximum rate permitted by law. Any reference in this Deed of Trust to attorney fees shall be deemed a reference to all reasonable fees, charges, costs and expenses of both in-house and outside counsel and paralegals, whether or not a suit or action is instituted, and to court costs if a suit or action is instituted, and whether attorney fees or court costs are incurred at the trial court level, on appeal, in a bankruptcy, administrative or probate proceeding or otherwise.

Trustor, on a continuing basis, warrants, covenants and agrees to and with Beneficiary and Trustee, which covenants, warranties and agreements, to the extent permitted by law, shall be deemed to run with the land, as follows:

1. To pay, perform and observe each condition, obligation, and covenant for which this Deed of Trust has been given as security.
2. Trustor has good and indefeasible title to the entire Premises in fee simple and with full power to sell, mortgage and convey it; the Premises are free of all easements, restrictions, liens, leases and encumbrances whether now existing or later created, except those matters listed on attached Schedule A (if any) to which this Deed of Trust is expressly subject, and Trustor will warrant and defend the Premises against all other claims. Following an Event of Default, Beneficiary and Trustee shall each have the right, at their option and at such times as either deems necessary, to take whatever action it may deem necessary to defend or uphold the lien of this Deed of Trust or otherwise enforce any of its rights under this Deed of Trust or any

obligation secured by this Deed of Trust including, without limit, the right to institute appropriate legal proceedings for these purposes. With respect to the right, title, or lien of any person or entity which is superior to the lien of this Deed of Trust, Beneficiary and Trustee each have the right, but not the obligation, to acquire and/or payoff the holder of such right, title, or lien and add the amount so paid (which shall be deemed to be an obligatory advance hereunder) to the obligations secured by this Deed of Trust.

3. Without the prior written consent of Beneficiary, Trustor shall not mortgage or pledge the Premises as security for any other indebtedness or obligations. Trustor shall pay, or cause its tenant(s) of any portion of the Premises under a lease approved by Beneficiary ("Lease"), when due and before any interest, collection fees or penalties accrue or default occurs, all payments required under any mortgages on the Premises, and all taxes, assessments, and other charges and impositions levied, assessed or existing with respect to (i) the Premises or (ii) the execution, delivery or recordation of this Deed of Trust or any note or other instrument evidencing or securing repayment of the Indebtedness or the interest of Beneficiary in the Premises, and will deliver to Beneficiary official receipts showing these payments. If Trustor fails to pay or cause these mortgage payments, taxes, assessments, other charges or impositions to be paid when due, or if Trustor fails to pay or cause to be paid all interest, collection fees and penalties accrued on them, Beneficiary, at its sole option, may (but is not obligated to) pay them and the monies paid shall be added to the Indebtedness. Trustor shall pay or cause its tenants to pay (before the same become liens or encumbrances against the Premises) any and all obligations or liabilities for repairs or improvements to the Premises or for any other goods, services, or utilities furnished to the Premises. At the sole option of Beneficiary following an Event of Default and during its continuance, Trustor shall pay to Beneficiary in advance on the first day of each month a pro rata portion (as determined by Beneficiary) of all taxes, assessments, liens, mortgages, and other charges levied, assessed or existing on the Premises. In the event that sufficient funds have been deposited with Beneficiary to cover the amount of these taxes, assessments, liens, mortgages, and other charges when they become due and payable, Beneficiary shall pay them. In the event that sufficient funds have not been deposited to cover the amount of these taxes, assessments, liens, mortgages and other charges at least thirty (30) days prior to the time when they become due and payable, Trustor shall immediately upon request by Beneficiary pay the amount of the deficiency to Beneficiary. Beneficiary shall not be required to keep in a separate account or to pay Trustor any interest or earnings whatever on the funds held by Beneficiary for the payment of taxes, assessments, liens, mortgages, or other charges pursuant to this paragraph or for the payment of insurance premiums under paragraph (4) below, or on any other funds deposited with Beneficiary in connection with this Deed of Trust, and Trustor shall not be entitled to interest thereon. During the continuance of an Event of Default, any funds then remaining on deposit with Beneficiary following payment of taxes, assessments, liens mortgages or other charges pursuant to this paragraph or for the payment of insurance premiums under paragraph (4) of this Deed of Trust may be applied against the Indebtedness immediately upon or at any time after the payment occurs, and without notice to Trustor. Nothing in this paragraph shall be considered a consent by Beneficiary to any lien, mortgage or encumbrance on the Premises unless set forth on attached Schedule A, if any.

4. Trustor shall keep or cause its respective tenants under the Leases to keep the buildings and all other improvements now or later existing on the Premises constantly insured for the benefit of Beneficiary against fire and other hazards and risks, including without limit vandalism and malicious mischief, as Beneficiary may require and shall further provide flood insurance (if the Premises are situated in an area which is considered a flood risk area by the Federal Emergency Management Agency or successor agency), loss of rents insurance, public liability and product liability insurance and any other insurance as Beneficiary may require from time to time, all in amounts and in forms and with companies as are satisfactory to Beneficiary. Trustor shall deliver to Beneficiary the policies evidencing the required insurance with premiums fully paid for one year in advance and with standard mortgagee clauses satisfactory to Beneficiary. Renewals of the required insurance (together with evidence of premium prepayment for one year in advance) shall be delivered to Beneficiary at least thirty (30) days before the expiration of any existing policies. All policies and renewals shall provide that they may not be canceled or amended without giving Beneficiary thirty (30) days prior written notice of cancellation or amendment. All policies and renewals shall be held by, and are pledged to, Beneficiary, along with all insurance premium rebates, as additional security for the Indebtedness. Should Trustor fail to insure or cause to be insured or should Trustor fail to pay or cause to be paid the premiums on any required insurance or fail to deliver or cause to be delivered to Beneficiary the policies or renewals of them as provided above, Beneficiary may (but is not obligated to) have the insurance issued or renewed (and pay the premiums on it for the account of Trustor) in amounts and with companies and at premiums as Beneficiary deems appropriate. If Beneficiary elects to have insurance issued or renewed to insure Beneficiary's interest, Beneficiary shall have no obligation to also insure Trustor's interest or to notify Trustor of Beneficiary's actions. Any sums paid by Beneficiary for insurance as provided above shall be deemed to be obligatory advances and added to the Indebtedness. Such amounts will bear interest from the date they are advanced at the highest rate shown in the instrument or instruments evidencing the Indebtedness. Such amounts shall be payable upon demand or, at Beneficiary's option, in the form of larger installments otherwise payable under such instrument or instruments. In the event of loss or damage, the proceeds of all required insurance shall be paid to Beneficiary alone, subject to the provisions of the applicable Lease(s). No loss or damage shall itself reduce the Indebtedness. Following an Event of Default and during its continuance, Beneficiary and any of Beneficiary's employees is each irrevocably appointed attorney-in-fact for Trustor and is authorized to adjust and compromise each loss without the consent of Trustor. Following a loss or damage to the Premises, Beneficiary is authorized to collect, receive and receipt for the insurance proceeds in the name of Beneficiary and Trustor and to endorse Trustor's name up any check in payment of the loss. The proceeds shall be applied first toward reimbursement of all costs and expenses of Beneficiary in collecting the proceeds (including, without limit, attorneys' fees), and then, subject to the provisions of the applicable Lease(s), toward payment of the Indebtedness or any portion of it, whether or not then due or payable and in whatever order of maturity as Beneficiary may elect, or Beneficiary, at its option may apply any or all the insurance proceeds to the repair or rebuilding of the Premises. Application of proceeds by Beneficiary toward later maturing installments of the Indebtedness shall not excuse Trustor from making the regularly scheduled installment payments nor shall such application extend or reduce the amount of any of these

payments. Application of proceeds by Beneficiary toward payment of the Indebtedness shall constitute an acceleration and prepayment and shall subject Trustor to any applicable prepayment premium or formula. In the event of a foreclosure of this Deed of Trust, or the giving of a deed in lieu of foreclosure, the purchaser or grantee of the Premises shall succeed to all of the rights of Trustor under said insurance policies. Following an Event of Default and during its continuance, at the sole option of Beneficiary, Trustor shall pay to Beneficiary in advance on the first day of each month a pro rata portion of the annual premiums (as estimated by Beneficiary) due on the required insurance. In the event that Trustor has deposited sufficient funds with Beneficiary to cover the amount of the insurance premiums for required insurance when the premiums become due and payable, Beneficiary shall pay the premiums. In the event that sufficient funds have not been deposited with Beneficiary to pay the insurance premiums at least thirty (30) days prior to the time when they become due and payable, Trustor shall immediately upon request pay the amount of this deficiency to Beneficiary. Trustor shall or cause its tenant under the applicable Lease to promptly repair, replace or rebuild each part of the Premises which may be damaged or destroyed by fire or other casualty or which may be affected by any eminent domain proceedings, notwithstanding application by Beneficiary of the insurance proceeds or eminent domain award to payment of the Indebtedness.

5. Trustor shall abstain from commission of waste upon the Premises, keep the Premises in good repair, and promptly comply with all laws, regulations and requirements of all governmental bodies affecting the Premises. If Beneficiary or Trustee determines that the Premises requires inspection, testing, appraisal, repair, care, alteration or attention of any kind, Beneficiary, Trustee or their respective representatives may (but are not obligated to) enter upon the Premises, and inspect, test, appraise, repair, alter or maintain the Premises as Beneficiary or Trustee may deem necessary, and Trustor shall reimburse Beneficiary and Trustee upon demand for all resulting costs and expenses incurred by Beneficiary or Trustee, as the case may be. Any inspection, audit, appraisal or examination by Beneficiary, Trustee or their respective representatives of the Premises or of information or documents pertaining to the Premises is for the sole purpose of protecting Beneficiary's and Trustee's interests under this Deed of Trust and is not for the benefit or protection of Trustor or any third party. Neither Beneficiary nor Trustee have any obligation to provide Trustor or any third party with information concerning or results of any inspection, audit, appraisal or examination by Beneficiary, Trustee or their respective representatives. If Beneficiary or Trustee, in its sole discretion, discloses information to Trustor this disclosure is for the sole protection of Beneficiary or Trustee, does not constitute an agreement to make further disclosure and does not create a warranty by Beneficiary or Trustee as to the accuracy, sufficiency or any other aspect of the disclosure. Beneficiary or Trustee may spend money as Beneficiary or Trustee deems essential to protect the value of the Premises. Trustor shall not make or permit any other party to make any material alterations, additions or improvements of any type to the Premises (individually and collectively the "Improvements"), regardless of whether the Improvements would increase the value of the Premises, without Beneficiary's prior written consent, which consent will be provided by Beneficiary if the proposed Improvements are to be installed in conformance with plans and specifications approved by governmental authorities having jurisdiction in such matters and pursuant to permits

issued by such authorities. The making of Improvements to the Premises by Trustor and/or the tenants will not be considered the commission of waste as provided in the first sentence of this paragraph (5) so long as the Improvements are timely constructed in a workmanlike manner of new materials and in accordance with the approved plans and specifications therefor in compliance with all applicable laws, ordinances and regulations with respect thereto. If the Improvements are not completed as provided in the prior sentence with due diligence in accordance with the approved plans and specifications, or if construction of the Improvements should cease before completion for a period of thirty (30) days without Beneficiary's consent, which consent will not be unreasonably withheld, conditioned or delayed, then it shall be an Event of Default under this Deed of Trust and Beneficiary shall have all the rights and remedies provided in this Deed of Trust, including without limitation, the right (but not the obligation) to enter or cause entry to be made upon the Premises and complete the Improvements and its costs shall be added to the Indebtedness. If any action is threatened or commenced which affects Beneficiary's or Trustee's interest in the Premises, including without limit building, environmental or zoning proceedings, Beneficiary or Trustee may take such action as it deems necessary to protect its interest and its costs shall be deemed to be obligatory advances and shall be added to the Indebtedness.

6. In the event the Premises is taken under power of eminent domain, or by condemnation, the entire proceeds of the award shall be paid directly to Beneficiary and applied toward reimbursement of all Beneficiary's costs and expenses incurred in connection with collecting the award (including, without limit, attorney fees), and the balance applied upon the Indebtedness whether or not then due or payable in whatever manner Beneficiary deems advisable. To the extent permitted by applicable law and except as otherwise expressly provided herein, Trustor hereby specifically unconditionally and irrevocably waives all rights of a property owner granted under applicable law which provide for allocation of condemnation proceeds between a property owner and a lienholder, including the provisions of NRS Section 37.115. Application by Beneficiary of any condemnation award or portion of it toward the last maturing installments of the Indebtedness shall not excuse Trustor from making the regularly scheduled payments nor extend or reduce the amount of these payments. Application of any condemnation award by Beneficiary toward payment of the Indebtedness shall constitute an acceleration and a prepayment and shall subject Trustor to any applicable prepayment premium or formula. Beneficiary or any of Beneficiary's employees is irrevocably appointed attorney-in-fact and is duly authorized and empowered to receive, receipt for, discharge and satisfy any condemnation award and judgment, whether joint or several, on behalf of Trustor. Beneficiary shall not be liable for failure to collect any condemnation award, regardless of the cause of such failure.

7. The Indebtedness shall become due and payable immediately, without notice, at the option of Beneficiary, if Trustor shall convey, assign or transfer the Premises by deed, installment sale contract or other instrument, or if title to the Premises shall become vested in any other person or party in any manner whatsoever or if there is any disposition (through one or more transactions) of legal or beneficial title to a controlling interest of Trustor. If ownership of the Premises or any part thereof becomes vested in a person or persons other than Trustor (with

or without the prior written approval of Beneficiary), Beneficiary and Trustee may (but shall not be obligated to) deal with and may enter into any contract or agreement with the successor(s) in interest with reference to this Deed of Trust in the same manner as with Trustor, without in any manner discharging or otherwise affecting the lien of this Deed of Trust or Trustor's liability under this Deed of Trust or upon the Indebtedness.

8. This Deed of Trust shall, as to any personal property covered by it, be deemed to grant a security interest to Beneficiary in the personal property pursuant to the UCC. Trustor agrees, upon request of Beneficiary from time to time, to promptly furnish a list of personal property subject to this Deed of Trust and, upon request by Beneficiary, to immediately execute, deliver and/or file any mortgage security agreement or financing statement to include specifically this list of personal property. By authenticating and becoming bound by this Deed of Trust, Trustor authorizes Beneficiary to prepare any initial UCC-1 financing statement or amendment thereto required or desirable to perfect and maintain the priority of the lien created hereby on property deemed personal property or fixtures and authorizes the filing or recording thereof. Upon the occurrence of any Event of Default under this Deed of Trust Beneficiary shall have all of the rights and remedies of a secured party under the UCC or otherwise provided by law or by this Deed of Trust including, without limit, the right to require Trustor to assemble the personal property and make it available to Beneficiary at a place to be designated by Beneficiary which is reasonably convenient to both parties, the right to take possession of the personal property with or without demand and with or without process of law and the right to sell and dispose of it and distribute the proceeds according to law. At any sale or other disposition of the personal property pursuant to the Section, Bank disclaims all warranties which would otherwise be given under the UCC, including without limitation a disclaimer of any warranty relating to title, possession, quiet enjoyment, or the like, and Bank may communicate these disclaimers to a purchaser at such disposition. This disclaimer of warranties shall not render the sale commercially unreasonable. Trustor agrees that any requirement of reasonable notice shall be met if Beneficiary sends notice to Trustor at least ten (10) days prior to the date of sale, disposition or other event giving rise to the required notice. Trustor agrees that the proceeds of any disposition of the personal property may be applied by Beneficiary first to Beneficiary's reasonable expenses in connection with the disposition including without limit, attorney fees, and then to payment of the Indebtedness.

9. Trustor absolutely and unconditionally assigns, transfers and conveys to Beneficiary all the Rents; provided, however, prior to the occurrence of any Event of Default, Trustor shall have the right as the agent and fiduciary representative of Beneficiary for collection and distribution purposes only, to collect and receive the Rents as they become due and payable to be applied by Trustor to the payment of the Indebtedness and, thereafter, so long as no Event of Default has occurred, the balance shall be distributed to the account of Trustor. Upon the occurrence of any Event of Default, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the Indebtedness, enter upon and take possession of the Premises or any part of it, in its own name or in the name of Trustor, sue for or otherwise collect the Rents, including without limit those past due and unpaid and apply the same, less costs and expenses of operation and collection,

including without limit attorney fees, to the payment of the Indebtedness in such order as Beneficiary may determine. The entering upon and taking possession of the Premises, the collection of the Rents and the application of them to the Indebtedness, shall not cure or waive any Event of Default.

All leases and rental or occupancy agreements now or later affecting the Premises, including without limit all oil and gas leases and other subsurface leases and the related royalties, are assigned and transferred to Beneficiary by the Trustor, and Trustor agrees that none of said leases or rental or occupancy agreements will be modified or terminated without the written consent of Beneficiary. Promptly upon Beneficiary's request, Trustor shall provide to Beneficiary a subordination, non-disturbance and attornment agreement, in form acceptable to Beneficiary, executed by each tenant under a lease or rental or occupancy agreement for a portion of the Premises executed after the date of this Deed of Trust.

Trustor agrees that it will not (a) execute any further assignment of any of its right, title and interest in the Rents without the prior written consent of Beneficiary; (b) accept prepayments of any installments of Rents to become due under any leases or rental or occupancy agreements in excess of one (1) month except prepayments in the nature of a security deposit or (c) accept a surrender of any such lease or rental or occupancy agreement.

Trustor consents to the appointment of a receiver if this is believed necessary or desirable by Beneficiary to enforce its rights under this Deed of Trust. Beneficiary shall at no time have any obligation to attempt to collect Rents or to enforce any other obligations owed by tenants or occupants of the Premises. Nothing in this Deed of Trust shall be construed to impose upon Beneficiary or Trustee any obligations of the landlord under the leases or rental or occupancy agreements assigned to Beneficiary.

The assignment of licenses and permits under this Deed of Trust shall not be construed as a consent by Beneficiary to any license or permit so assigned, or to impose upon Beneficiary any obligations with respect to them. Trustor shall not cancel or amend any of the licenses and permits assigned (nor permit any of them to terminate if they are necessary or desirable for the operation of the Premises) without first obtaining the written approval of Beneficiary. This paragraph shall not be applicable to any license or permit that terminates if it is assigned without the consent of another party (other than Trustor), unless this consent has been obtained nor shall this paragraph be construed as a present assignment of any license or permit that Trustor is required by law to hold. Trustor shall comply with and perform as required all obligations and restrictions imposed upon Trustor or the Premises under applicable deed restrictions, restrictive covenants, easements, leases, installment sale contracts, or other agreements affecting the Premises, but this is not a consent by Beneficiary to take subject to any of these agreements unless specifically set forth on attached Schedule A, if any, and Beneficiary does not assume any obligations under these agreements. Trustor shall promptly provide Beneficiary with certificates of occupancy, licenses, rent rolls, income and expense statements and other documents and

information pertaining to the Premises and its operations as Beneficiary, from time to time, may request.

This Deed of Trust is subject to the Uniform Assignment of Rents Act, NRS Chapter 107A (as amended, the “Act”), and in the event of any conflict or inconsistency between the provisions of this Deed of Trust and the provisions of the Act, the provisions of the Act shall control.

10. (a) Except as previously disclosed by Trustor to Beneficiary in writing, (if any), Trustor represents and covenants as follows: (i) Trustor has not caused or permitted a Release (as later defined) on or affecting the Premises, (ii) to its knowledge, there is no condition concerning the Premises which could require correction, removal or other remediation pursuant to Environmental Laws (as later defined), (iii) Trustor has obtained and, to the best of Trustor’s knowledge, no prior owner of the Premises or any current or prior occupant has failed to obtain, all applicable permits, licenses and approvals from governmental agencies with jurisdiction over Releases. (iv) Trustor has never received any notice of any actual or potential violation of Environmental Laws with respect to Trustor or the Premises (“Environmental Complaint”). (v) To the best of Trustor’s knowledge, there have been no actions commenced or threatened by any party with respect to Trustor or the Premises for noncompliance with any Environmental Laws. (b) Trustor covenants and agrees that neither it nor any occupant shall use, introduce or maintain Hazardous Materials (as later defined) on the Premises, unless done in strict compliance with all Environmental Laws. Trustor shall maintain the Premises in compliance with all Environmental Laws and shall not cause or permit a Release in violation of any such Laws. Within five days of Trustor learning of the existence of any of the following, Trustor shall provide Beneficiary with written notice thereof: (i) Any Release of Hazardous Materials occurring on or near the Premises, (ii) Any claims, actions, court or governmental proceedings under any Environmental Laws relating to the Premises, or (iii) The introduction, maintenance or discovery by Trustor of any Hazardous Materials on or near the Premises. Trustor shall conduct and complete in a timely manner all investigations, environmental audits, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on or affecting the Premises, whether caused by Trustor or a third party, in accordance with all Environmental Laws to the satisfaction of Beneficiary, and in accordance with the orders and directives of all federal, state and local governmental authorities. Trustor shall notify Beneficiary in writing prior to taking all such actions, and shall continuously keep Beneficiary informed of their status. Consultants and contractors proposed to be retained by Trustor shall be subject to Beneficiary’s prior consent, which shall not unreasonably be withheld, delayed or conditioned. Trustor, promptly upon Beneficiary’s request, shall provide Beneficiary with copies of the results of all such actions and all related correspondence, reports and other documents and information. Any remedial, removal or other action by Trustor shall not be deemed a cure or waiver of any breach of this paragraph 10 due to the presence or use of Hazardous Materials on or affecting the Premises. (c) Trustor shall defend, indemnify and hold harmless Beneficiary, Trustee and their respective employees, agents, shareholders, officers and directors (each of which of the foregoing is any “Indemnified Party”), from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limit, attorney fees)

of whatever kind arising out of or related to (i) Any Release, (ii) Any personal injury (including without limit wrongful death) or property damage (real or personal) arising out of or related to any Release, (iii) Any lawsuit brought or threatened, settlement reached or government order related to any Release, (iv) The cost of removal of Hazardous Materials from any portion of the Premises, (v) The cost of taking necessary precautions to protect against a Release, (vi) Fees and costs incurred by Beneficiary in complying with all Environmental Laws pertaining to the ownership and use of the Premises, and/or (vii) Attorney and consultants' fees (the attorneys and consultants to be selected by Beneficiary), investigation and laboratory fees and environmental studies incurred by Beneficiary (whether prior to foreclosure, or otherwise) in monitoring and oversight of the activities of Trustor, its consultants, attorneys and contractors in maintaining the Premises and in responding to and remediating an alleged or actual Release. The foregoing Hazardous Materials Indemnity shall not apply to claims that: (i) are caused by Beneficiary's direct actions, (ii) are barred by any applicable statute of limitations; or (iii) attach or accrue solely as a result of Beneficiary's acts or omissions which occur after the date of Beneficiary's actual possession of the Premises following the foreclosure of Beneficiary's lien in the Premises or Beneficiary's acceptance of a conveyance of the Premises in lieu of foreclosure and the expiration of any redemption period. Upon the request of Beneficiary, Trustor, Borrowers (herein defined) and any guarantor shall execute a separate indemnity. In the event this Deed of Trust is foreclosed or Trustor tenders a deed in lieu of foreclosure, Trustor shall deliver the Premises to Beneficiary, a purchaser or grantee, as the case may be, free of Hazardous Materials so that the condition of the Premises shall not be in violation of any Environmental Laws. (e) Beneficiary may enter and inspect the Premises at any time for the purpose of evaluating Trustor's use or storage of Hazardous Materials and to confirm that Trustor is in compliance with Environmental Laws. If there is any Environmental Complaint pertaining to the Premises or if there is a Release of Hazardous Substance on or near the Premises, then at anytime following the (10) days' notice to Trustor (except in any emergency or where not practical under applicable law, in which case notice is waived), and without limitation of Beneficiary's other rights under this Deed of Trust or elsewhere, Beneficiary shall have the right, but not the obligation, either through its employees or its consultants to enter on the Premises and to take those actions it deems appropriate to investigate or test for, remediate, remove, resolve, minimize the impact of or advise governmental agencies of the possible existence of any Hazardous Materials. Any such actions conducted by Beneficiary shall be solely for the benefit of and to protect the interests of Beneficiary and shall not be relied upon by Trustor or any third party for any purpose. By conducting any such actions, Beneficiary does not assume control over the environmental affairs or operations of Trustor nor assume any liability of Trustor or any third party. Trustor's obligations under this paragraph 10 shall not be diminished or otherwise affected as a result of any notice or disclosure to, or any other knowledge of, any party to be indemnified under this paragraph of any Release or threatened Release, nor shall Indemnified Party be deemed to have permitted or consented to any Release or any breach of Trustor's other obligations under this paragraph, because any such party had notice or knowledge thereof. (f) the provisions of this paragraph 10 shall be in addition to all other obligations and liabilities Trustor may have to Beneficiary or Trustee at law or in equity or pursuant to any other agreement, and shall survive, to the extent permitted by law: (i) the repayment of the Indebtedness, (ii) the satisfaction of all

other obligations of Trustor under this Deed of Trust, the Loan Agreement and under the other Loan Documents, (iii) The discharge of this Deed of Trust, in whole or in part, or any waiver of the lien thereof or of any other security for the repayment of the Indebtedness, and (iv) the foreclosure of this Deed of Trust or acceptance of a deed in lieu of foreclosure, or any purchase by an Indemnified Party of all or any portion of the Premises at a foreclosure sale by crediting all or any portion of the Indebtedness against the purchase price therefor (except to the extent that such Indemnified Party specifically elects to credit against the purchase price any obligations of Trustor under this paragraph 10 which have been added to the Indebtedness, and to such extent the obligations secured by this Deed of Trust shall be deemed discharged in the order set forth in paragraph 13). Upon and following the occurrence of any of the foregoing, the obligations of Trustor under this paragraph 10 shall be unsecured obligations and enforceable against Trustor to the extent permitted under applicable law. (g) for purposes of this Deed of Trust, (i) "Hazardous Materials" means each and all of the following: hazardous materials and/or substances as defined in any Environmental Law including, asbestos, petroleum, petroleum by-products, natural gas, flammable explosives, radioactive materials, and toxic materials, (ii) "Environmental Laws" mean any and all present and future federal, state, local or other laws (whether under common law, by legislative action or otherwise), rules, policies, ordinances, directives, orders, statutes, or regulations an object of which is to regulate or improve Releases, health, safety, or the environment, (iii) Release means any presence, use, generating, storing, spilling, leaking, pumping, pouring, emitting, discharging, escaping, leaching, dumping or disposing Hazardous Materials into the environment or about on from under, within or affecting the Premises, or transported to or from the Premises, including continuing migration of Hazardous Materials into, onto, or through soil, surface water or groundwater.

11. Any of the following events shall be deemed an event of default ("**Event(s) of Default**") hereunder:

(a) Trustor or Borrower fails to perform any obligation to pay money on the Note or this Deed of Trust, when and as the same shall become due and payable, whether at maturity or by acceleration or as part of a prepayment or otherwise.

(b) Trustor fails in the due, prompt and complete observance and performance of any obligation, covenant or agreement contained in this Deed of Trust, other than one to pay money, and the continuation thereof for a period of twenty (20) days after written notice thereof from Beneficiary to Trustor (the "**Initial Cure Period**"), and Beneficiary, exercising reasonable judgment, determines that the cure cannot reasonably be completed at or before the expiration of the Initial Cure Period.

(c) Trustor or any guarantor becomes insolvent or unable to pay its debts as they mature; the making of an assignment for the benefit of creditors by Trustor or any guarantor or the appointment of a receiver of the property of Trustor or any guarantor, or the filing by Trustor or any guarantor of a petition in bankruptcy or other similar proceeding under law for relief of debtors; or the filing against Trustor or any guarantor of a petition in bankruptcy or other similar

proceeding under law for relief of debtors, and such petition is not dismissed within sixty (60) calendar days after the filing thereof.

(d) A transfer in violation of Paragraph 7 of this Deed of Trust occurs.

(e) Intentionally Omitted.

(f) The occurrence of any Event of Default, as defined therein, under any of the other Loan Documents.

(g) Default under any agreement to which Trustor is a party, which agreement relates to the borrowing of money by Trustor from any person and which borrowing is secured by a lien on the Premises, regardless of whether Beneficiary has consented to such lien, and the indebtedness secured thereby is declared due and payable prior to the date on which such indebtedness would otherwise become due and payable.

The enumeration of specific defaults above which are also covenants herein shall not create any implication that other defaults which are also covenants but are not specifically enumerated are of lesser dignity.

12. Acceleration of the Indebtedness as provided in this Deed of Trust shall trigger any applicable prepayment premium or formula. Without limiting when a prepayment premium may be due, it is agreed that a tender of payment of the amount necessary to satisfy the entire Indebtedness by or on behalf of Trustor or otherwise, must include any applicable prepayment premium or formula.

13. Immediately upon the occurrence of any Event of Default, Beneficiary, to the extent permissible under applicable law, shall have the option to do any or all of the following: (a) subject to NRS 107.080, Declare the entire unpaid amount of the Indebtedness, including without limit accrued and unpaid interest on it and any applicable prepayment premium or formula, and all other charges payable by Trustor to Beneficiary, to be immediately due and payable and, at Beneficiary's option, to take all steps and institute all other proceedings that Beneficiary deems necessary to enforce performance under this Deed of Trust and to protect the lien of this Deed of Trust; (b) commence foreclosure proceedings against the Premises through judicial proceedings or by power of sale at public auction, at the option of Beneficiary. The commencement by Beneficiary of foreclosure proceedings shall be deemed an exercise by Beneficiary of its option to accelerate the Indebtedness, unless such proceedings on their face specifically indicate otherwise. Trustor grants power to Beneficiary to sell the Premises or to cause the same to be sold at public sale, and to convey the same to the purchaser, in a single parcel or in several parcels at the option of Beneficiary; Beneficiary may also declare all Indebtedness immediately due and payable by delivery to Trustee of a written declaration of default and demand for sale and a written notice of default and of election to cause to be sold the Premises, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee (i) this Deed

of Trust, the note or guaranty secured by this Deed of Trust, and (iii) all documents evidencing expenditures secured by this Deed of Trust. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of the sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Premises at the time and place fixed by it in said notice of sale, either as a whole or in separate 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 time of sale. Trustee may postpone sale of all or any portion of the Premises by public announcement at such time and place of sale, and from time to time thereafter may as permitted by applicable law postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the Premises 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 of them. Any person (other than the agent conducting the sale), including Trustor or Beneficiary, may purchase at such sale; (c) procure new or cause to be updated abstracts, tax histories, title insurance, or title reports; (d) obtain a receiver to manage the Premises and collect the rents, profits and Income from it; (e) contest the amount or validity of any taxes applicable to the Premises by appropriate proceedings either in Beneficiary's name, Trustor's name or jointly with Trustor. Trustor shall execute and deliver to Beneficiary, upon demand, whatever documents and information Beneficiary determines may be necessary or proper to so contest the taxes or to secure payment of any resulting refund. Trustor shall reimburse Beneficiary for all costs and expenses, including without limit attorney fees, incurred in connection with each tax contest proceeding. All refunds resulting from each tax contest proceeding shall belong to Beneficiary to be applied against the Indebtedness with the surplus, if any, to be paid to Trustor. Beneficiary and any of its employees is each irrevocably appointed attorney-in-fact for Trustor and is authorized to execute and deliver in the name of Trustor those documents deemed necessary or proper by Beneficiary to carry out any tax contest proceeding or receive any resulting refunds; and/or (f) in the event of any sale of the Premises by foreclosure, through judicial proceedings, by power of sale or otherwise, apply the proceeds of any such sale in the following order or such other order as Beneficiary may elect: to (i) all expenses incurred for the collection of the Indebtedness and the foreclosure of this Deed of Trust including, without limit, attorney fees; (ii) all sums expended or incurred by Beneficiary directly or indirectly in carrying out terms, covenants and agreements of or under this Deed of Trust or any related document, together with interest as provided in this Deed of Trust; (iii) all accrued and unpaid interest and late payment charges upon the Indebtedness; (iv) any applicable prepayment premium or formula; (v) the unpaid principal amount of the Indebtedness; and (vi) the surplus, if any, paid as provided in NRS Section 40.462.

14. No single or partial exercise, or delay in the exercise, of any right or power under this Deed of Trust, shall preclude other or further exercise of the rights and powers under this Deed of Trust. The unenforceability of any provision of this Deed of Trust shall not affect the enforceability of the remainder. This Deed of Trust constitutes the entire agreement of Trustor, Beneficiary and Trustee with respect to the subject matter of this Deed of Trust. No amendment of this Deed of Trust shall be effective unless the same shall be in writing and signed by Trustor

and an authorized officer of Beneficiary. If there is more than one Trustor, all undertakings, warranties and covenants made by Trustor and all rights and powers given to Beneficiary are made or given jointly and severally. This Deed of Trust shall be binding on Trustor, Beneficiary and Trustee and on their respective heirs, legal representatives, successors and assigns including, without limit, any debtor in possession or trustee in bankruptcy for Trustor. This shall not be deemed a consent by Beneficiary to a conveyance by Trustor of all or part of the Premises or of any ownership interest in Trustor. In the event of foreclosure of this Deed of Trust or the enforcement by Beneficiary of any other remedies under this Deed of Trust, Trustor waives any right otherwise available in respect to marshaling of assets which secure the Indebtedness, including any rights provided by NRS Sections 100.040 and 100.050, or to require Beneficiary to pursue its remedies against any other assets or any other party. Trustor hereby further waives any and all rights or defenses arising by reason of any and all rights pursuant to applicable law to: (x) have the amount of any insurance proceeds received by, or payable to, Beneficiary pursuant to any insurance policy to compensate Beneficiary for any losses incurred by Beneficiary associated with any collateral securing the Indebtedness (whether such collateral is real property, personal property, or mixed collateral) applied to reduce the amount of the Indebtedness; or (y) have the amount of any insurance proceeds received by, or payable to, Beneficiary pursuant to any insurance policy to compensate Beneficiary for any losses incurred due to a default of Trustor under the Note or any other Loan Document applied to reduce the amount of the Indebtedness. Upon full and final payment of the Indebtedness and performance by Trustor of all its other obligations under this Deed of Trust, except as otherwise provided in paragraph 10(f) and 20, the parties shall automatically each fully and finally release and discharge the other from any claim, liability or obligation in connection with this Deed of Trust and the Indebtedness.

15. This Deed of Trust shall in all respects be governed by and construed in accordance with the laws of the State of California (without regard to any conflict of laws principles) and applicable United States federal law, except that the laws of the State of Nevada shall govern the creation, perfection and enforcement of the security title, liens and security interests created, granted and conveyed by this Deed of Trust and the availability of other remedies, such as appointment of a receiver, those areas in which express statutory references are made in this Deed of Trust and except as otherwise required by mandatory provisions of law. No bar or limits on remedies under Nevada law shall affect remedies or actions available under California law including, but not limited, actions for deficiency judgments.

16. Promptly upon the request of Beneficiary, Trustor shall execute, acknowledge and deliver all further documents, and do all further acts as Beneficiary may require in its sole discretion to confirm and protect the lien of this Deed of Trust or otherwise to accomplish the purposes of this Deed of Trust.

17. Nothing in this Deed of Trust shall be construed to preclude Beneficiary from pursuing any available remedy provided by law for the collection of the Indebtedness or enforcement of its rights upon an Event of Default. Nothing in this Deed of Trust shall reduce or release any

rights or security interests of Beneficiary contained in any existing agreement between Borrowers, Trustor, or any guarantor and Beneficiary. No waiver of default or consent to any act by Trustor shall be effective unless in writing and signed by an authorized officer of Beneficiary. No waiver of any default or forbearance on the part of Beneficiary in enforcing any of its rights under this Deed of Trust shall operate as a waiver of any other default or of the same default on a future occasion or of any rights.

18. At the sole option of Beneficiary, this Deed of Trust shall become subordinate, in whole or in part (but not with respect to priority as to insurance proceeds or any eminent domain award) to any or all leases and/or occupancy agreements of the Premises upon the execution by Beneficiary, and recording in the appropriate official county records where the premises are located, of a unilateral declaration to that effect.

19. All notices and demands required or permitted to be given to Trustor shall be deemed given when delivered to Trustor in conformance with the notice provisions of the Loan Agreement.

20. To the extent that any of the Indebtedness is payable upon demand, nothing contained in this Deed of Trust shall modify the terms and conditions of that Indebtedness nor prevent Beneficiary from making demand, without notice and with or without reason, for immediate payment of any or all of that Indebtedness at any time(s), whether or not an Event of Default has occurred.

21. Notwithstanding any prior revocation, termination or discharge of this Deed of Trust, (except as to the rights of subsequent intervening bona fide purchasers or lienholders) the effectiveness of this Deed of Trust shall automatically continue or be reinstated in the event that (a) any payment received or credit given by Beneficiary in respect of the Indebtedness is returned, disgorged or rescinded as a preference, impermissible setoff, fraudulent conveyance, diversion of trust funds, or otherwise under any applicable law, in which case this Deed of Trust shall be enforceable as if the returned, disgorged or rescinded payment or credit had not been received or given, whether or not Beneficiary relied upon this payment or credit or changed its position as a consequence of it; or (b) any liability is sought to be imposed against Beneficiary or Trustee relating to any matter for which Trustor has agreed to indemnify Beneficiary or Trustee under this Deed of Trust, including without limit the presence of Hazardous Materials on, in or about the Premises, whether this matter is known or unknown, now exists or subsequently arises (excluding only matters which arise after any acquisition by Beneficiary of any such property, by foreclosure, in lieu of foreclosure or otherwise, to the extent due to the wrongful act or omission of Beneficiary), in which case this Deed of Trust shall be enforceable to the extent of all liability, costs and expenses (including without limit reasonable attorney fees) incurred by Beneficiary or Trustee as the direct or indirect result thereof. In the event of continuation or reinstatement of this Deed of Trust, Trustor agree(s) upon demand by Beneficiary to execute and deliver to Beneficiary those documents which Beneficiary determines are appropriate to further evidence (in the public records or otherwise) this continuation or reinstatement, although the failure of

Trustor to do so shall not affect in any way the reinstatement or continuation. If Trustor does not execute and deliver to Beneficiary upon demand such documents, Beneficiary and each employee is irrevocably appointed (which appointment is coupled with an interest) the true and lawful attorney of Trustor (with full power of substitution) to execute and deliver such documents in the name and on behalf of Trustor.

22. From time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note for endorsement, and without affecting the personal liability of any person for payment of the Indebtedness, Trustee may: reconvey any part of the Premises; consent to the making of any map or plat of the Premises; join in granting any easement on the Premises; join in the execution of or subordination of the lien or charge of this Deed of Trust to any covenants, conditions or restrictions affecting the Premises; or join in any extension agreement or any agreement subordinating the lien or charge of this Deed of Trust.

23. Upon written request of Beneficiary stating that all sums secured by this Deed of Trust have been paid, and upon surrender of this Deed of Trust and the secured note to Trustee for cancellation and retention and upon payment by Trustor of its fees, Trustee shall reconvey, without warranty, the Premises then held under this Deed of Trust. The recitals in this reconveyance of any matters or facts shall be conclusive proof of the truthfulness of them. The grantee in this reconveyance may be described as "the person or persons legally entitled thereto."

24. Beneficiary, acting alone, may from time to time, by instrument in writing and without the need for any further documentation, including any corporate resolution or other authorization, substitute a successor to any Trustee named under this Deed of Trust, which instrument, executed and acknowledged by Beneficiary and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee, who shall, without conveying from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. This instrument must contain the name of the original Trustor, Trustee and Beneficiary under this Deed of Trust, the book and page or document number where this Deed of Trust is recorded, and the name and address of the new Trustee. If notice of default shall have been recorded, this power of substitution cannot be exercised until after the costs, fees and expenses of the then acting Trustee shall have been paid to such Trustee, who shall endorse receipt of them upon this instrument of substitution.

25. Each Trustor who is a married person expressly agrees that recourse may be had against his or her separate property, but without creating any lien or charge on it, for any deficiency after sale of the Premises under this Deed of Trust.

26. Where not inconsistent with the provisions of this Deed of Trust, the following covenants, Nos. 1; 2 (full replacement value); 3; 4 (default rate of interest set forth in the Note); 5; 6; 7 (a reasonable percentage); 8 and 9 of NRS Section 107.030 are hereby adopted and made

a part of this Deed of Trust; *provided*, that with respect to covenant Nos. 3, 4 and 9, in the event of any conflict between such covenants and the provisions of any other Loan Document, the provisions of such Loan Document shall prevail.

27. To the extent this Deed of Trust secures the Note made by a party or parties (individually a “**Borrower**” and collectively, “**Borrowers**”) not identical to the party or parties constituting Trustor, the party or parties constituting Trustor agree as follows:

(a) Trustor hereby waives any right it may now or hereafter have to require Beneficiary, as a condition to the exercise of any remedy or other right against Trustor hereunder or under any other document executed by Trustor in connection with any obligation secured hereby: (a) to proceed against any Borrower or other person, or against any other collateral assigned to Beneficiary by Trustor or any Borrower or other person; (b) to pursue any other right or remedy in Beneficiary’s power; (c) to give notice of the time, place or terms of any public or private sale of real or personal property collateral assigned to Beneficiary by any Borrower or other person (other than Trustor), or otherwise to comply with the UCC with respect to any such personal property collateral; or (d) to make or give any presentment, demand, protest, notice of dishonor, notice of protest or other demand or notice of any kind in connection with any obligation secured hereby or any collateral (other than the Premises) for any obligation secured hereby.

(b) Trustor hereby waives any defense it may now or hereafter have that relates to: (a) any disability or other defense of any Borrower or other person; (b) the cessation, from any cause other than full performance, of the obligations of Borrowers or any other person; (c) the application of the proceeds of any obligation secured hereby, by any Borrower or other person, for purposes other than the purposes represented to Trustor by any Borrower or otherwise intended or understood by Trustor or any Borrower; (d) any act or omission by Beneficiary which directly or indirectly results in or contributes to the release of any Borrower or other person or any collateral for any obligation secured hereby; (e) the unenforceability or invalidity of any collateral assignment (other than this Deed of Trust) or guaranty with respect to any obligation secured hereby, or the lack of perfection or continuing perfection or lack of priority of any lien (other than the lien hereof) which secures any obligation secured hereby; (f) any failure of Beneficiary to marshal assets in favor of Trustor or any other person; (g) any modification of any obligation secured hereby, including any renewal, extension, acceleration or increase in interest rate; (h) any and all rights and defenses arising out of an election of remedies by Beneficiary; (i) any law which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation; (j) any failure of Beneficiary to file or enforce a claim in any bankruptcy or other proceeding with respect to any person; (k) the election by Beneficiary, in any bankruptcy proceeding of any person, of the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code; (l) any extension of credit or the grant of any lien under Section 364 of the United States Bankruptcy Code; (m) any use of cash collateral under Section 363 of the United

States Bankruptcy Code; or (n) any agreement or stipulation with respect to the provision of adequate protection in any bankruptcy proceeding of any person. Trustor further waives any and all rights and defenses that Trustor may have because Borrowers' debt is secured by real property; this means, among other things, that: (1) Beneficiary may collect from Trustor without first foreclosing on any real or personal property collateral pledged by other Borrowers; (2) if Beneficiary forecloses on any real property collateral pledged by other Borrowers, then (A) the amount of the debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (B) Beneficiary may collect from Trustor even if Beneficiary, by foreclosing on the real property collateral, has destroyed any right Trustor may have to collect from Borrowers. The foregoing sentence is an unconditional and irrevocable waiver of any rights and defenses Trustor may have because Borrowers' debt is secured by real property. Without limiting the generality of the foregoing or any other provision hereof, Trustor further expressly waives to the extent permitted by law any and all rights and defenses, including without limitation any rights of subrogation, reimbursement, indemnification and contribution, which might otherwise be available to Trustor under any applicable laws, including, without limitation, those under Nevada Revised Statutes, Sections 40.430 through 40.495.

(c) Trustor hereby waives, until such time as all obligations secured hereby are fully performed: (a) any right of subrogation against any Borrower that relates to any obligation secured hereby; (b) any right to enforce any remedy Trustor may now or hereafter have against any Borrower that relates to any obligation secured hereby; and (c) any right to participate in any collateral now or hereafter assigned to Beneficiary with respect to any obligation secured hereby.

(d) Trustor warrants and agrees: (a) that Beneficiary would not enter into the loan with Borrowers but for this Deed of Trust; (b) that Trustor has not relied, and will not rely, on any representations or warranties by Beneficiary to Trustor with respect to the credit worthiness of any Borrower or the prospects of repayment of any obligation secured hereby from sources other than the Trust Estate; (c) that Trustor has established and/or will establish adequate means of obtaining from each Borrower on a continuing basis financial and other information pertaining to the business operations, if any, and financial condition of each Borrower; (d) that Trustor assumes full responsibility for keeping informed with respect to each Borrower's business operations, if any, and financial condition; (e) that Beneficiary shall have no duty to disclose or report to Trustor any information now or hereafter known to Beneficiary with respect to any Borrower, including, without limitation, any information relating to any of Borrower's business operations or financial condition; and (f) that Trustor is familiar with the terms and conditions of the Loan Documents and consents to all provisions thereof.

(e) Beneficiary's rights hereunder shall be reinstated and revived, and the enforceability of this Deed of Trust shall continue, with respect to any amount at any time paid on account of any obligation secured hereby which Beneficiary is thereafter required to restore or return in connection with a bankruptcy, insolvency, reorganization or similar proceeding with respect to any Borrower.

(f) Until all of the obligations secured hereby have been fully paid and performed: (a) Trustor hereby agrees that all existing and future indebtedness and other obligations of any Borrower to Trustor (collectively, the "**Subordinated Debt**") shall be and are hereby subordinated to all obligations secured hereby which constitute obligations of the applicable Borrower, and the payment thereof is hereby deferred in right of payment to the prior payment and performance of all such obligations secured hereby; (b) Trustor shall not collect or receive any cash or non-cash payments on any Subordinated Debt or transfer all or any portion of the Subordinated Debt; and (c) in the event that, notwithstanding the foregoing, any payment by, or distribution of assets of, any Borrower with respect to any Subordinated Debt is received by Trustor, such payment or distribution shall be held in trust and immediately paid over to Beneficiary, is hereby assigned to Beneficiary as security for the obligations secured hereby, and shall be held by Beneficiary in an interest bearing account until all obligations secured hereby have been fully paid and performed.

28. Trustor warrants that all of the waivers in this Deed of Trust are made with full knowledge of their significance, and of the fact that events giving rise to any defense or other benefit waived by Trustor may destroy or impair rights which Trustor would otherwise have against Beneficiary, Borrowers and other persons, or against collateral. Trustor agrees that all such waivers are reasonable under the circumstances and further agrees that, if any such waiver is determined (by a court of competent jurisdiction) to be contrary to any law or public policy, the other waivers herein shall nonetheless remain in full force and effect.

29. Trustor hereby acknowledges that: (a) the obligations undertaken by Trustor in this Deed of Trust are complex in nature, and (b) numerous possible defenses to the enforceability of these obligations may presently exist and/or may arise hereafter, and (c) 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 (d) Trustor has had the opportunity to seek and receive legal advice from skilled legal counsel in the area of financial transactions of the type contemplated herein. Given all of the above, Trustor does hereby represent and confirm to Beneficiary that Trustor is fully informed regarding, and that Trustor does thoroughly understand: (i) the nature of all such possible defenses, and (ii) the circumstances under which such defenses may arise, and (iii) the benefits which such defenses might confer upon Trustor, and (iv) the legal consequences to Trustor of waiving such defenses. Trustor acknowledges that Trustor makes this Deed of Trust with the intent that this Deed of Trust and all of the informed waivers herein shall each and all be fully enforceable by Beneficiary, and that Beneficiary is induced to enter into this transaction in material reliance upon the presumed full enforceability thereof.

30. Trustor understands and agrees that Beneficiary may elect, at any time, to sell, assign, or participate all or any part of Beneficiary's interest in the Note, and that any such sale, assignment or participation may be to one or more financial institutions, private investors, and/or other entities, at Beneficiary's sole discretion. Trustor further agrees that Beneficiary may disseminate to any such potential purchaser(s), assignee(s) or participant(s) all documents and information

(including, without limitation, all financial information) which has been or is hereafter provided to or known to Beneficiary with respect to: (a) the Premises and its operation; (b) any party connected with the obligations secured by the Deed of Trust (including, without limitation, the Trustor, the other Borrowers, any partner of any Borrower and any guarantor); and/or (c) any lending relationship with any party connected with the obligations secured by the Deed of Trust.

31. TRUSTOR, BENEFICIARY AND TRUSTEE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS DEED OF TRUST OR THE INDEBTEDNESS.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale under this Deed of Trust be mailed to Trustor at Trustor's address set forth above.

[Signature on following page]


TRUSTOR:

ASPEN PARK, LLC,
a Nevada limited liability company


By: 

Name: JAMES S. VAUDAGNA

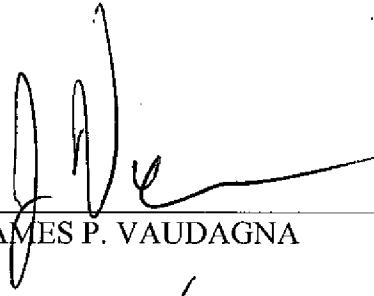
Title: MEMBER



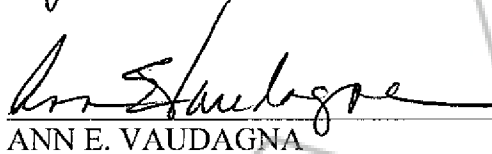
JAMES S. VAUDAGNA, Trustee of the CARMEL
A. VAUDAGNA FAMILY TRUST, dated October
31, 1976



KEVIN WALTERS, Trustee of the CARMEL A.
VAUDAGNA FAMILY TRUST, dated October 31,
1976



JAMES P. VAUDAGNA



ANN E. VAUDAGNA



LYNN M. VAUDAGNA

COOPER

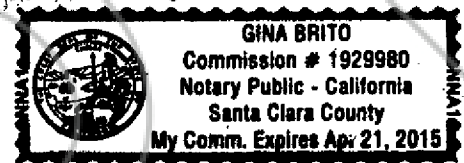
STATE OF CALIFORNIA
COUNTY OF Santa Clara ss.

On Sept. 23, 2014, before me, Gina Brito, Notary Public, personally appeared Ann E. Vaudagna & James P. Vaudagna, 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

Signature Gina Brito



My commission expires Apr. 21, 2015.

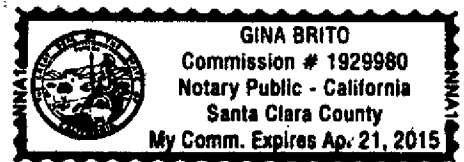
STATE OF CALIFORNIA
COUNTY OF Santa Clara ss.

On Sept. 23, 2014, before me, Gina Brito, Notary Public, personally appeared James S. Vaudagna, 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

Signature Gina Brito



My commission expires Apr. 21, 2015.

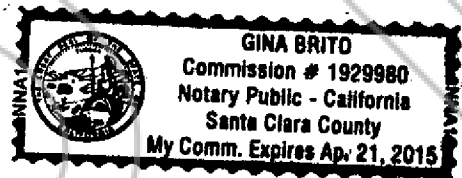
STATE OF CALIFORNIA
COUNTY OF Santa Clara ss.

On 9-29-14, 2014, before me, Gina Brito, Notary Public,
personally appeared Lynn M. Vaudagna, 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

Signature Gina Brito



My commission expires 4-21-15

STATE OF CALIFORNIA
COUNTY OF _____ ss.

On _____, 2014, before me, _____,
personally appeared _____, 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

Signature _____

My commission expires _____

STATE OF CALIFORNIA
COUNTY OF Santa Clara ss.

Sandra P. Greer

Notary Public

On September 30 2014, before me, Kevin Walters,
personally appeared Kevin Walters, 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

Signature Sandra P. Greer



My commission expires June 10, 2018.

STATE OF CALIFORNIA
COUNTY OF _____ ss.

On _____, 2014, before me, _____,
personally appeared _____, 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

Signature _____

My commission expires _____.

EXHIBIT A

THE LAND

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

PARCEL 1:

PARCEL 2 AS SET FORTH ON PARCEL MAP #1005 FOR ASPEN PARK LLC, RECORDED FEBRUARY 11, 1997 IN BOOK 297 OFFICIAL RECORDS AT PAGE 1322, DOUGLAS COUNTY, NEVADA DOCUMENT NO. 406456.

PARCEL 2:

ALL THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B. & M., DOUGLAS COUNTY, NEVADA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCEL 2 OF THE PARCEL MAP FOR WALTER G. AND CAROL E. LUND, FILED FOR RECORD DECEMBER 27, 1977, IN BOOK 1277 OF PARCEL MAPS AT PAGE 1269, AS DOCUMENT NO. 16135, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 5, AS MARKED BY A 1/2 INCH REBAR AS SHOWN ON THE RECORD OF SURVEY FOR CAROL AND WALT LEATHAM FILED FOR RECORD DECEMBER 10, 1984, IN BOOK 1284 OF OFFICIAL RECORDS, AT PAGE 944, AS DOCUMENT NO. 111077, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA;

THENCE SOUTH 89°53'17" EAST ALONG THE NORTH LINE OF SAID SECTION 5, 2,583.92 FEET TO THE WESTERLY RIGHT OF WAY LINE OF CENTERVILLE LANE ALSO BEING NEVADA STATE ROUTE 56;

THENCE SOUTH 01°38'40" EAST, ALONG SAID RIGHT OF WAY LINE 1,044.19 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT OF WAY LINE AND FOLLOWING THE LUND RANCH PARTITION LINE AS SHOWN ON THAT RECORD OF SURVEY FILED FOR RECORD JULY 16, 1984, IN BOOK 784 OF OFFICIAL RECORDS, AT PAGE 1118, AS DOCUMENT

NO. 103503, OF OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA, THE FOLLOWING COURSES AND DISTANCES, SOUTH 79°24'33" WEST 193.88 FEET;

THENCE NORTH 72°03'22" WEST 608.36 FEET;

THENCE SOUTH 17°56'38" WEST 17.71 FEET;

THENCE NORTH 67°18'47" WEST 578.13 FEET;

THENCE NORTH 06°33'07" WEST 559.38;

THENCE SOUTH 68°05'23" EAST 335.32 FEET;

THENCE NORTH 01°03'05" WEST 257.29 FEET TO A POINT OF THE NORTH LINE OF THE AFORESAID SECTION 5;

THENCE LEAVING SAID LUND RANCH PARTITION LINE NORTH 89°53'17" WEST ALONG THE NORTH LINE OF SAID SECTION 5, 904.05 FEET;

THENCE LEAVING SAID NORTH LINE SOUTH 17°16'00" EAST 482.98 FEET;

THENCE SOUTH 19°38'00" EAST 228.88 FEET;

THENCE SOUTH 12°49'12" EAST 306.57 FEET;

THENCE SOUTH 53°30'05" EAST 584.70 FEET;

THENCE SOUTH 36°30'00" WEST 150.00 FEET;

THENCE SOUTH 69°14'14" EAST 612.24 FEET;

THENCE NORTH 17°54'00" EAST 430.00 FEET;

THENCE SOUTH 72°01'43" EAST 638.66 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID CENTERVILLE LANE;

THENCE NORTH 01°38'40" WEST ALONG SAID RIGHT OF WAY LINE 401.60 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION OF SAID LAND LYING WITHIN THE ORDINARY HIGH WATER LINE OF THE CARSON RIVER.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED IN BOOK 1195, PAGE 1420 AS INSTRUMENT NO. 374492, OFFICIAL RECORDS DOUGLAS COUNTY, NEVADA.

COPY

SCHEDULE A

TITLE EXCEPTIONS

1. This Deed of Trust.
2. The lien of current real property taxes not yet due.
3. The matters approved by Beneficiary in writing as title exceptions to be shown in Lender's Title Insurance Policy issued in connection with the Note and this Deed of Trust.

