

*Bruce T. Beesley*

Honorable Bruce T. Beesley  
United States Bankruptcy Judge



Entered on Docket  
February 06, 2018

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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEVADA**

In re:  
  
STAR GOLDEN ENTERPRISES, LLC,  
  
Debtor.

Case No.: BK-S-17-10440-BTB  
Chapter 11

Date: September 12, 2017  
Time: 1:30 p.m.

**FINAL ORDER UNDER BANKRUPTCY CODE SECTIONS 105, 361, 362, 363, 364(b), 364(c)(2), 364(c)(3), AND 364(e) AND BANKRUPTCY RULES 2002, 4001, 6004, AND 9014 (I) AUTHORIZING DEBTOR TO OBTAIN POSTPETITION FINANCING, (II) GRANTING LIENS AND PROVIDING ADMINISTRATIVE EXPENSE CLAIM, (III) APPROVING LOAN DOCUMENTS RELATING TO THE FOREGOING, (IV) GRANTING RELIEF FROM THE AUTOMATIC STAY, AND (V) GRANTING OTHER RELATED RELIEF**

1           Upon the motion [ECF No. 126] (the “Motion”)<sup>1</sup> filed by debtor and debtor-in-possession  
 2   Star Golden Enterprises, LLC (the “Debtor”), by and through its counsel, Garman Turner  
 3   Gordon LLP, on August 7, 2017, pursuant to Sections<sup>2</sup> 105, 361, 362, 363, 364(b), 364(c)(2),  
 4   364(c)(3) and 364(e), Bankruptcy Rules 2002, 4001, 6004 and 9014, and Local Rule 4001(b),  
 5   seeking, among other things:

- 6           (i)     Authorization for postpetition financing of up to \$250,000 pursuant to the terms
- 7                     and conditions set forth in the Loan Documents and this Approval Order;
- 8           (ii)     Granting to the Lender liens and providing an administrative expense claim;
- 9           (iii)    approving the Loan Documents, attached hereto as **Exhibit A**, relating to the
- 10                   foregoing;
- 11           (iv)    granting relief from the automatic stay to the extent required to implement this
- 12                   Order; and
- 13           (v)     granting other related relief.

14           Due and sufficient notice of the Motion and the hearing was provided by the Debtor.  
 15   After considering all the pleadings filed with this Court, including any objections to the Motion;  
 16   the papers on file in the Chapter 11 Case; and upon the record made by the Debtor at the hearing;  
 17   and the Court having found and determined that, subject to the terms of this Approval Order, the  
 18   relief sought in the Motion is in the best interests of the Debtor, its estate, creditors, and all  
 19   parties in interest; and after due deliberation and consideration and good and sufficient cause  
 20   appearing therefor, makes the following findings and conclusions of law:<sup>3</sup>

21  
 22  
 23  
 24   <sup>1</sup> All capitalized undefined terms used herein shall be ascribed the meaning in the DIP Note or Motion, as applicable.

25   <sup>2</sup> Unless otherwise stated, all references to “Sections” herein shall be to the Bankruptcy Code appearing in Title 11  
 26   of the U.S. Code; all references to a “Bankruptcy Rule” shall refer to the Federal Rules of Bankruptcy Procedure;  
 27   and all references to a “Local Rule” shall refer to the Local Rules of Bankruptcy Practice of the U.S. District Court  
 28   for the District of Nevada.

<sup>3</sup> To the extent that the Court stated findings of fact and conclusions of law on the record at the hearing, such  
 findings and conclusions are incorporated herein by reference in accordance with Fed. R. Civ. P. 52, made  
 applicable pursuant to Fed. R. Bankr. P. 9014.

I.

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

1. On January 31, 2017 (the “Petition Date”), the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code, thereby commencing the above-captioned case (the “Chapter 11 Case”). The Chapter 11 Case was commenced in accordance with applicable law and proper notice thereof has been given to all the parties required to receive notice.

2. The Debtor continues to operate its business and manage its property as debtor and debtor-in-possession pursuant to Sections 1107(a) and 1108, and no request has been made for the appointment of a trustee or examiner and no official committees have been appointed in the Chapter 11 Case.

3. Pursuant to Local Rule 9014.2, the Debtor has consented to entry of final order(s) or judgment(s) by the bankruptcy judge if it is determined that the bankruptcy judge, absent consent of the parties, cannot enter final orders for judgment consistent with Article III of the United States Constitution absent consent.

4. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1134. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

5. The statutory basis for the relief sought herein arises from Sections 361, 362, 363, 364(b), 364(c)(2), 364(c)(3), and 364(e), Bankruptcy Rules 2002, 4001, 6004, and 9014, and LR 4001.

6. Venue of the Debtor’s Chapter 11 Case in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

7. The hearing was held pursuant to Bankruptcy Rule 4001 and Local Rule 4001 on September 12, 2017. Under the circumstances, notice of the Motion was proper and complies with Bankruptcy Rule 4001(b), (c), and (d) and the Local Rules.

8. The Debtor does not have sufficient liquid assets to carry on the management of its assets and liabilities without the DIP Loan. The Debtor’s ability to pay its independent manager and retained professionals, investigate and adjudicate claims asserted against it,

1 investigate and prosecute the Causes of Action, including the potential avoidance actions, and  
2 otherwise finance its operations post-petition is essential to the Debtor's ability to maximize the  
3 value of its estate for distribution to legitimate creditors. The Debtor does not have sufficient  
4 liquid assets to finance operations post-petition.

5 9. In the absence of the Debtor obtaining credit pursuant to Section 364, the Debtor  
6 would be unable to continue investigating the Debtor's prepetition financial affairs, file required  
7 tax returns, and monetize its assets for the benefit of creditors by prosecuting the Causes of  
8 Action, including the avoidance actions.

9 10. The Lender has indicated a willingness to provide the Debtor with post-petition  
10 secured financing solely on the terms and conditions set forth in this Approval Order and the  
11 Loan Documents. After considering all of its alternatives, the Debtor has concluded, in an  
12 exercise of its sound business judgment, that the DIP Loan to be provided by the Lender  
13 represents the best financing presently available to the Debtor.

14 11. The terms of the DIP Loan are fair and reasonable, reflect the Debtor's exercise of  
15 sound business judgment consistent with its fiduciary duties, and are supported by reasonably  
16 equivalent value and fair consideration.

17 12. Consummation of the DIP Loan in accordance with this Approval Order and the  
18 Loan Documents is in the best interests of the Debtor's estate and is consistent with the Debtor's  
19 fiduciary duties.

20 13. Good cause has been shown and entry of this Approval Order is in the best  
21 interests of the Debtor's estate and creditors as its implementation will, among other things,  
22 allow for the efficient adjudication and administration of claims asserted against the Debtor, and  
23 the preservation and enhancement of the value of the Debtor's assets available for distribution to  
24 creditors.

25 14. The DIP Loan has been negotiated in good faith among the Debtor and the Lender  
26 and any credit extended, loans made and other financial accommodations extended to the Debtor  
27 by the Lender have been extended, issued or made, as the case may be, in "good faith" within the  
28 meaning of section 364(e) of the Bankruptcy Code.

**II.**  
**RELIEF GRANTED**

15. The Motion is approved on the terms and conditions set forth in this Approval Order.

16. **Approval of Loan Documents; Authority Thereunder.** Effective upon entry of this Approval Order, the Loan Documents are hereby approved on a final basis and are incorporated herein by reference. The Debtor is expressly authorized, empowered, and directed, on a final basis, to perform all of its obligations under the Loan Documents, including the DIP Note and such additional documents, instruments and agreements reasonably required or requested by the Lender pursuant to the DIP Note to implement the terms or effectuate the purposes of this Approval Order, as applicable.

17. The Debtor is authorized to comply with and perform all of the terms and conditions contained in the Loan Documents, and directed to repay amounts borrowed, together with interest, fees (when applicable), and any other outstanding obligations to the Lender in accordance with and subject to the terms and conditions set forth in the Loan Documents and this Approval Order. In furtherance of the foregoing and without further approval of this Court, the Debtor is authorized, and the automatic stay imposed by Section 362 is lifted to the extent necessary, to perform all acts and to make, execute and deliver all instruments and documents and to pay all fees (when applicable), that may be reasonably required or necessary for the Debtor's performance of its obligations under the Loan Documents and this Approval Order.

18. **Authorization to Borrow.** Pursuant to this Approval Order and subject to the terms and conditions set forth in the DIP Note and the other Loan Documents, the Debtor is authorized on a final basis to borrow an aggregate maximum principal amount of \$250,000 until the Maturity Date. Subject to the terms and conditions set forth in the DIP Note, the Debtor is authorized, on a final basis, to use the proceeds of the DIP Loan in the Debtor's operations solely in accordance with the Motion and the Loan Documents.

19. **Interest on DIP Loan.** The rate of interest to be charged for the loans and other extensions of credit to the Debtor pursuant to the DIP Note shall be five percent (5%) per year,

1 compounded annually, and shall be due and payable on or before the Maturity Date. Upon and  
2 during the occurrence of an Event of Default (as defined in the DIP Note), the outstanding  
3 principal amount of the DIP Loan (including any accrued but unpaid interest as of the date of the  
4 Event of Default) shall bear interest at seven percent (7%) per year and shall be payable demand  
5 as set forth in the DIP Note.

6 20. **DIP Fees and Expenses.** In the event of any litigation arising under the Loan  
7 Documents or arising from the Loan, the prevailing party will be entitled to recover from the  
8 non-prevailing party all reasonable attorneys' fees and costs incurred in such action pursuant to  
9 the terms of the DIP Note and Loan Documents. Further, pursuant to the terms of the DIP Note,  
10 Debtor will pay on demand, costs and expenses incurred by or on behalf of Lender, arising or  
11 related to the DIP Note and other Loan Documents.

12 21. **Indemnification.** The Debtor is hereby authorized and directed on a final basis to  
13 indemnify and hold harmless Lender and his officers, directors, employees, attorneys,  
14 consultants and agents from and against losses and claims relating to or in connection with (i) the  
15 negotiation, preparation, execution or performance or enforcement of DIP Note, the Approval  
16 Order, or any other Loan Document; (ii) Lender's furnishing of funds to Debtor under the DIP  
17 Note or other Loan Documents, including, without limitation, the management of the DIP Loan;  
18 (iii) any matter relating to the financing transactions contemplated by the DIP Note or other Loan  
19 Documents; or (iv) any claim, litigation, investigation or proceeding relating to any of the  
20 foregoing, whether or not any Indemnatee is a party thereto (collectively, the "Indemnified  
21 Matters"); provided, however, that Debtor shall not have any obligation to any Indemnatee (a) for  
22 any Indemnified Matter caused by the gross negligence or willful misconduct of such  
23 Indemnatee, as determined by a final judgment of a court of competent jurisdiction. Debtor is  
24 also authorized and directed on a final basis to indemnify and hold harmless Lender from and  
25 against Taxes and Other Taxes paid by such Person, whether or not such Taxes or Other Taxes  
26 were correctly or legally asserted. All fees, costs, expenses and indemnities of the Lender  
27 required herein and in the Loan Documents shall be paid or reimbursed by the Debtor shall be  
28 secured by the Collateral and afforded all of the priorities and protections afforded to the Lender

1 under this Approval Order and the Loan Documents.

2 22. **Validity of Loan Documents.** The Loan Documents shall constitute, and are  
3 hereby deemed on a final basis to be, the legal, valid and binding obligations of the Debtor,  
4 enforceable against the Debtor in accordance with the terms of the Loan Documents and the  
5 terms of this Approval Order for all purposes during the Chapter 11 Case, in any subsequently  
6 converted Chapter 11 Case of the Debtor under chapter 7 of the Bankruptcy Code or after  
7 dismissal of the Chapter 11 Case.

8 23. **DIP Claims.** In accordance with Section 364(b), the obligations under the DIP  
9 Note shall constitute allowed administrative expense claims (the "DIP Claims") against the  
10 Debtor. The DIP Claims shall for purposes of section 1129(a)(9)(A) of the Bankruptcy Code be  
11 considered administrative expenses allowed under section 503(b) of the Bankruptcy Code.

12 24. **DIP Liens.** As security for the DIP Note, the Lender is hereby granted, valid,  
13 binding and fully perfected, security interests in, and liens upon (the "DIP Liens") all property  
14 subject to the Deed of Trust (collectively, the "DIP Collateral"), provided, however, the  
15 Permitted Liens shall remain senior in priority to the DIP Liens. For the avoidance of doubt,  
16 "Permitted Liens" shall include the statutory lien of the Clark County Treasurer, arising under  
17 NRS 361.450, and the statutory lien of Republic Services, Inc. on the property located at 1199  
18 Chestwood Ave., Las Vegas, Nevada, arising under NRS 444.520(3). The DIP Collateral shall  
19 not include (i) avoidance actions under Sections 502(d), 544, 547, 548, 550, and 553 or (ii) any  
20 claims or causes of action against any of the Debtor's members or the affiliated entities, or any  
21 proceeds of, or recoveries related to, the foregoing avoidance actions or claims. The DIP Liens  
22 shall be subordinate to all other valid liens on the DIP Collateral existing as of the Petition Date.  
23 For the avoidance of doubt, nothing in this Order shall be deemed to grant a "priming" lien to the  
24 Lender or any other party, pursuant to Section 364(d) or otherwise, on any of the real property  
25 described in the Deed of Trust.

26 25. **Automatic Effectiveness of Liens.** The DIP Liens shall not be subject to  
27 challenge and shall attach and become valid, perfected, enforceable, non-avoidable and effective  
28 as of entry of this Approval Order, by operation of law, without the need for any further action

1 by the Debtor or the Lender and without the necessity of execution by the Debtor, or the filing or  
2 recordation, of any financing statements, mortgages, security agreements, lock box or control  
3 agreements or any other documents or instruments or the taking of any other actions.

4 26. **506(c) Waiver.** Debtor shall not attempt to invalidate, reduce or otherwise impair  
5 the Liens of Lender or Lender's claims or rights against Debtor or to subject the Collateral to  
6 assessment under Section 506(c).

7 27. **Restrictions on Obtaining Financing and Granting Post-Petition Liens.**  
8 Except as provided in the Loan Documents, Debtor shall not, without the Lender's written  
9 consent, create, incur, assume, or suffer to exist any Lien upon or with respect to the Collateral,  
10 other than Permitted Liens; file or suffer to exist under the Uniform Commercial Code or any  
11 requirement of law of any jurisdiction, a financing statement (or the equivalent thereof) that  
12 names Debtor as debtor; sign or suffer to exist any security agreement authorizing any secured  
13 party thereunder to file such financing statement (or the equivalent thereof) concerning the  
14 Collateral.

15 28. **Automatic Stay.** Without further order from this Court, the automatic stay  
16 provisions of Section 362 are hereby modified to the extent necessary to permit the Debtor to: (i)  
17 grant the liens as set forth herein and in the DIP Note to the Lender and to perform such acts as  
18 may be requested to assure the perfection and priority of such liens; (ii) permit the Lender to  
19 exercise, in compliance with the terms of the Loan Documents, all rights and remedies under  
20 such Loan Documents; and (iii) implement the terms of the Approval Order. This Court shall  
21 retain exclusive jurisdiction to hear and resolve any disputes and enter any orders required by the  
22 provisions of this Paragraph 28 and relating to the application, re-imposition or continuance of  
23 the automatic stay as provided hereunder.

24 29. **No Creation or Evidence of Liability to Third Parties or Alter Ego**  
25 **Relationship.** The Lender shall not be found or deemed to be an alter ego of the Debtor, in a  
26 partnership of any kind with any of the Debtor, in a principal-agent relationship with any of the  
27 Debtor, or otherwise liable for any liabilities of the Debtor as a result of the Lender advancing  
28 loans to the Debtor, negotiating and entering into the Loan Documents, consenting to this

1 Approval Order, administering any loans, or taking any other actions permitted by this Approval  
2 Order or the Loan Documents, and the Debtor shall not be found or deemed to be a mere  
3 instrumentality of any of the Lender as a result of the foregoing, and no such action (or conduct  
4 taken in furtherance of or comprising an integral part of any such action) shall be admissible in  
5 any proceeding as evidence that any of the Lender is the alter ego, partner, principal of, or  
6 otherwise liable for any liability of, the Debtor or that the Debtor is a mere instrumentality of the  
7 Lender.

8 30. **Binding Effect.** The provisions of this Approval Order shall be binding upon and  
9 inure to the benefit of the Lender and the Debtor, and their respective successors and assigns  
10 (including any chapter 7 or chapter 11 trustee hereafter appointed or elected for the estate of the  
11 Debtor, an examiner appointed pursuant to section 1104 of the Bankruptcy Code or any other  
12 fiduciary appointed as a legal representative of the Debtor or with respect to the property of the  
13 estate of the Debtor). To the extent permitted by applicable law, this Approval Order shall bind  
14 any trustee hereafter appointed for the estate of the Debtor, whether in the Chapter 11 Case or in  
15 the event of the conversion of the Chapter 11 Case to a liquidation under Chapter 7. Such  
16 binding effect is an integral part of this Approval Order.

17 31. **Survival.** The provisions of the Approval Order and any actions taken pursuant  
18 thereto shall survive the entry of any order: (i) confirming any plan of reorganization or  
19 liquidation in the Chapter 11 Case (and, to the extent not satisfied in full in cash, the DIP Note  
20 obligations shall not be discharged by the entry of any such order, and, pursuant to Section  
21 1141(d)(4), the Debtor has hereby waived such discharge), (ii) converting the Chapter 11 Case to  
22 a Chapter 7 case, or (iii) dismissing any of the Chapter 11 Case. The terms and provisions of this  
23 Approval Order, as well as the DIP Liens granted pursuant to this Approval Order and the Loan  
24 Documents, shall continue in full force and effect notwithstanding the entry of any such order.  
25 The DIP Liens shall maintain their priority as provided by this Approval Order and the Loan  
26 Documents, and to the maximum extent permitted by law, until all of the DIP Note obligations  
27 are satisfied and paid in full in cash and discharged and all of the commitments have been  
28 terminated. In no event shall any plan of reorganization be allowed to alter the terms of

1 repayment of any of the DIP Note obligations from those set forth in the Loan Documents  
2 without the written consent of the Lender.

3 32. **Modifications of Loan Documents.** The Debtor and the Lender are hereby  
4 authorized to implement, in accordance with the terms of the Loan Documents, any non-material  
5 modifications of the Loan Documents without further order of this Court.

6 33. **Protection Under Section 364(e).** If any or all of the provisions of this Approval  
7 Order are hereafter reversed, modified, vacated, or stayed, such reversal, modification, vacation,  
8 or stay shall not affect the (i) validity of any DIP Note obligations owing to the Lender incurred  
9 prior to the actual receipt by the Lender of written notice of the effective date of such reversal,  
10 modification, vacation or stay, or (ii) validity or enforceability of any claim, lien, security  
11 interest or priority authorized or created hereby or pursuant to the Loan Documents with respect  
12 to any DIP Note obligations. Notwithstanding any such reversal, modification, vacation, or stay,  
13 the incurrence of DIP Note obligations by the Debtor prior to the actual receipt by Lender of  
14 written notice of the effective date of such reversal, modification, vacation or stay, shall be  
15 governed in all respects by the provisions of this Approval Order and the other Loan Documents,  
16 and the Lender shall be entitled to all of the rights, remedies, protections and benefits granted  
17 under Section 364(e), this Approval Order, and the Loan Documents with respect to the  
18 incurrence of DIP Note obligations.

19 34. **Choice of Law.** The DIP Loan and the Loan Documents (and the rights and  
20 obligations of the parties thereto) shall be governed by, and construed and interpreted in  
21 accordance with, the laws of the State of California, and, to the extent applicable, the Bankruptcy  
22 Code.

23 35. **Controlling Effect of Final Order.** To the extent any provision of this Approval  
24 Order conflicts or is inconsistent with any provision of the Motion or any Loan Document, the  
25 provisions of this Approval Order shall control.

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36. **Retention of Jurisdiction.** The Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Approval Order.

**IT IS SO ORDERED.**

<p>Prepared and Submitted by:</p> <p>GARMAN TURNER GORDON LLP</p> <p>By: <u>/s/ William M. Noall</u>  William M. Noall, Esq.  Gabrielle A. Hamm  650 White Drive, Suite 100  Las Vegas, Nevada 89119  Attorneys for Debtor</p>	<p><u>Approved</u>/Disapproved</p> <p>LAW OFFICE OF MICHAEL F. BOHN</p> <p>By: <u>/s/ Jeff Arlitz</u>  Jeff Arlitz  376 E. Warm Springs, #140  Las Vegas, Nevada 89119  Attorneys for Howard Trust/Capella Mortgage</p>
<p><u>Approved</u>/Disapproved</p> <p>CLARK COUNTY</p> <p>By: <u>/s/ Shannon Wittenberger</u>  Shannon Wittenberger  Deputy District Attorney  Civil Division  500 S Grand Central Pkway  Las Vegas, NV 89155-2215  Attorneys for Clark County</p>	<p><u>Approved</u>/Disapproved</p> <p>SMITH LARSEN &amp; WIXOM</p> <p>By: <u>/s/ Katie M. Weber</u>  Katie M. Weber  1935 Village Center Circle  Las Vegas, NV 89134  Attorneys for JPMorgan Chase</p>
<p>WILLIAMS &amp; ASSOCIATES</p> <p>By: <u>NO REPSONSE</u>  Drew Starbuck  612 S. 10th St.  Las Vegas, NV 89101  Attorneys for Republic Services</p>	<p>WRIGHT FINLAY &amp; ZAK</p> <p>By: <u>NO RESPONSE</u>  Ramir M. Hernandez  7785 W. Sahara Ave., Suite 200  Las Vegas, NV, 89117  Attorneys for Volt2012-NPLI Asset Holdings Trust</p>

1 Approved Disapproved

2 AKERMAN

3 By: /s/ Natalie L. Winslow  
4 Natalie L. Winslow  
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Attorneys for Bank of America, N.A. and  
Nationstar \_\_\_\_\_

**LR 9021 CERTIFICATION**

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

- ☐ The court waived the requirement of approval under LR 9021(b)(1).
- ☐ No party appeared at the hearing or filed an objection to the motion.
- ☒ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated in proposed order.
- ☐ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objection to the form or content of the order.

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4823-9135-7530, v. 3

# **EXHIBIT A**

## SECURED PROMISSORY NOTE

(\$250,000.00)

This Secured Promissory Note (this “**Note**”) is made, executed, entered into, and dated as of **July \_\_, 2017** (the “**Loan Date**”), by and between (a) **STAR GOLDEN ENTERPRISES, LLC**, as the debtor and debtor in possession, and as the borrower (“**Borrower**”), in Bankruptcy Case No. BK-5-17-10440-BTB (the “**Bankruptcy Case**”), pending before the United States Bankruptcy Court for the District of Nevada (the “**Bankruptcy Court**”), and (b) **EVAN SOFER**, as the post-Bankruptcy Case lender (“**Lender**”), to establish, evidence, and acknowledge a post-Bankruptcy Case loan of \$250,000.00 (the “**Loan**”) to Borrower, and Borrower will repay the Loan, with Interest (defined in Section 5) and Enforcement Costs (defined in Section 27).

**NOW, THEREFORE**, for good and valuable consideration, including the agreements, promises, and covenants contained in this Note and Loan Documents (defined in Section 8), any Loan Advances (defined in Section 2) made by Lender under this Note, and the absolute and unconditional obligation of Borrower to repay the Loan, Borrower and Lender (each, a “**Party**”, and both, the “**Parties**”), desiring to be legally bound by this Note, hereby covenant, agree, warrant, represent, and declare as follows:

**1     Conditions to the Loan.** This Note shall become effective when each of the following conditions precedent shall have been satisfied or waived in a manner satisfactory to Lender in its sole and absolute discretion:

(a)     **Requirement For Bankruptcy Court Approval.** The obligation of Lender to make the Loan Advances under this Note is contingent upon the entry of an order (the “**Approval Order**”) approving the Loan, this Note, and the Deed of Trust (defined in Section 3) by the Bankruptcy Court in the Bankruptcy Case and become a final non-appealable order (the “**Effective Date**”). Specifically, prior to or promptly following the Loan Date, and after Lender had an opportunity to review a motion seeking the Approval Order and any declarations or other documents or information reasonably required by Lender or the Bankruptcy Court to obtain the entry of the Approval Order (the “**Motion Papers**”), Borrower will cause to be filed with the Bankruptcy Court the Motion Papers, upon adequate notice to all parties entitled to notice in the Bankruptcy Case, including any secured parties holding liens against the Collateral in existence on the Petition Date (“**Permitted Liens**”). Further, Borrower, in good faith, will cause the Approval Order to be entered by the Bankruptcy Court, remain in full force and effect, and become a final non-appealable order, and in the event of an appeal of the Approval Order, Borrower, in good faith, will defend an appeal of the Approval Order.

(b)     **Liens, Administrative Priority.** Upon entry of the Approval Order, any Liens granted in favor of Lender under this Note, Loan Documents, and the Approval Order shall be valid and perfected Liens on the Collateral, subject only to the Permitted Liens. Such Lender’s Liens shall remain in full force and effect until the obligations under this Note and Loan Documents shall have been repaid in full. Further, Borrower agrees that the obligations under this Note shall constitute allowed administrative expenses in the

Bankruptcy Case (“**Administrative Priority**”). The Liens and the administrative priority granted under this Note, other Loan Documents, and the Approval Order supplement each other, and the grants, priorities, rights and remedies of Lender under this Note, other Loan Documents, and the Approval Order are cumulative. Lender shall be provided with requisite documents and information by Borrower and shall be satisfied that Lender has been granted Administrative Priority and a perfected Lien on the Collateral, if applicable, having priority over all other Liens on the Collateral, subject only to the Permitted Liens. The Liens referred to herein shall be deemed valid and perfected by entry of the Approval Order. Lender shall not be required to file any financing statements, mortgages, certificates of title, notices of Lien or similar instruments in any jurisdiction or filing office or to take any other action in order to validate or perfect the Lien granted by or pursuant to this Note, any Loan Documents, or the Approval Order; provided, that Lender shall be permitted to file any financing statements, mortgages, certificates of title, notices of Lien or similar instruments in any jurisdiction or filing office and to take any other action with respect to the Lien granted by or pursuant to this Note, any Loan Documents, or the Approval Order.

(c) **Delivery of this Note, Loan Documents and Exhibits.** Lender shall have received on or before the Effective Date the following, each in form and substance satisfactory to Lender in its sole and absolute discretion:

- (i) the original fully executed Note; and
- (ii) true and complete copies of the Deed of Trust (Exhibit “A”) and Approval Order (Exhibit “B”) (together with the Note and all other documents executed by the Parties in connection with the Loan, the “**Loan Documents**”).

**2 Secured Revolving Line of Credit Loan Facility.** At any time prior to the Maturity Date (defined in Section 4), Borrower may request an advance on account of the Loan (the “**Loan Request**”), by giving Lender a Notice (defined in Section 29), and Lender will fund each Loan Request (the “**Loan Advance**”) within five (5) Business Days of the Notice Receipt Date (defined In Section 29) of the Loan Request, provided that: (a) Borrower is not in Breach (as defined in Section 18); (b) Borrower is not in Default (as defined in Section 19); (c) the first Loan Request will not exceed the sum of \$100,000.00; (d) absent the consent of Lender, which consent may be freely withheld in Lender’s sole and absolute discretion, the total aggregate amount of all Loan Requests during any thirty (30) day period will not exceed Fifty Thousand Dollars (\$50,000.00); and (e) the total outstanding principal amount of all Loan Advances plus the amount of the Loan Request do not exceed One Hundred Thousand Dollars (\$250,000.00) (the “**Maximum Principal Advance Obligation**”); provided, however, that in no event will any failure by Lender to provide a Loan Advance, or any funding by Lender of unpaid Loan Advances totaling more than the Maximum Principal Advance Obligation, release Borrower of the obligations to Lender under this Note. The initial Loan Advance shall be used in accordance with the budget that is approved by the Bankruptcy Court.

**3 Deed of Trust; Collateral.** As consideration for, and as a condition precedent to, the obligation of Lender to make Loan Advances under this Note, promptly upon the entry by the

Bankruptcy Court of the Approval Order, as provided for in Section 1, Borrower will make, execute, and deliver to Lender, by causing to be duly recorded and indexed in the real property records of the Clark County, State of Nevada, to secure the full and timely payment of the Loan and the performance of all of the obligations of Borrower under this Note, a deed of trust ("**Deed of Trust**") in the form attached as Exhibit "A", pursuant to which Borrower, as the debtor under the Deed of Trust, will assign, pledge, and grant to Lender, as the secured party under the Deed of Trust, a deed of trust, security interest in, and Lien against the real property described in the Deed of Trust, including all property, assets, and interest therein and all proceeds thereof, whether now owned or hereafter acquired by the "estate" (within the meaning of the Bankruptcy Code), as security for all or any part of the obligations to Lender under this Note, Deed of Trust, and Loan Documents (the "**Collateral**").

**4 Maturity Date.** The Loan will mature, and all unpaid principal, accrued but unpaid Interest, and accrued but unpaid Enforcement Costs will be due and payable in full on date ("**Maturity Date**") of the earlier of: (a) any Default by Borrower; or (b) **the ten (10) month anniversary of the Loan Date.**

**5 Interest Rates.** Commencing on the Loan Date and continuing until the Loan is fully paid, interest will accrue and be calculated and payable by Borrower on the outstanding balance of the Loan at the rate of **Five Percent (5.00%) per year, compounded annually** ("**Interest Rate**"). After Default, Borrower shall pay at a rate of interest per year equal to the interest at the rate otherwise in effect under this Note plus 2.00% per year (the "**Post-Default Rate**", and together with Interest Rate, "**Interest**"). Interest at the Post-Default Rate will be payable on demand.

**6 Calculation of Interest and Enforcement Costs.** Interest payable with respect to any period will be calculated on the basis of the actual number of days during the period, and the assumption of a 365 day year. Accrued but unpaid Interest and Enforcement Costs, if not paid on or before the first day of the first calendar month following the month in which they were incurred, will thereafter bear Interest at the same rate and in the same manner as if such unpaid sums were principal. Each determination by Lender of Interest or Enforcement Costs under this Note and Loan Documents will be *prima facie* evidence of the existence and amounts of the obligations of Borrower under this Note.

**7 Usury Limitation.** The Loan Documents, are hereby limited so that in no event will any amount paid or agreed to be paid to Lender for the Loan or the use or forbearance of any sums advanced pursuant to this Note, including any Loan Origination Fee or Interest payable pursuant to this Note, exceed the highest rate of Interest allowed under any applicable usury law. If any payment required pursuant to this Note or any other Loan Documents, at the time the payment is due, would exceed the limit of validity under any applicable usury law, then ipso facto, the payment obligation will be reduced to the limit of such validity. If Lender ever receives, as a Loan Origination Fee or Interest, an amount which would violate any applicable usury law, then the amount received that would constitute excessive interest instead will be applied to reduce the unpaid principal balance of the Loan as of the date the amount is received by Lender, and if the principal balance of the Loan is paid, then any remaining amount received that would constitute excessive interest instead will be deemed to be an unsecured loan by Borrower to Lender bearing

interest at the rate of five percent (5.00%) per year, compounded annually, payable one year following the Notice Receipt Date of a written payment demand by Borrower.

**8 Application of Payments.** Payments received by Lender on account of the Loan will be applied against the Loan in the following order: (a) first, to the payment of the Loan Origination Fee; (b) second, the payment of accrued but unpaid Interest; (c) third, to the payment of any Enforcement Costs, exclusive of principal, and (d) fourth, to the outstanding principal balance of the Loan.

**9 Required Payments.** Borrower will pay Lender, on or before the Maturity Date, in one final lump sum "balloon" payment, an amount equal to all unpaid principal, unpaid Loan Origination Fee, accrued but unpaid Interest, and accrued but unpaid Enforcement Costs.

**10 Optional Payments.** This Note is intended to establish, evidence and govern a revolving line of credit loan facility pursuant to which Borrower may borrow principal, repay borrowed principal, and borrow such principal again, on the terms and subject to the conditions set forth in this Note and Loan Documents. Accordingly, at any time prior to the Maturity Date during which Borrower is not in Breach or Default, Borrower may pay all or any portion the unpaid principal balance of the Loan without any pre-payment penalty or other fee, provided that the amount of the optional payment is not less than the lesser of: (a) \$5,000.00; or (b) the entire outstanding balance of the Loan; and Borrower may thereafter make additional Loan Requests and receive additional Loan Advances in accordance with the terms and subject to the conditions set forth in this Note notwithstanding having made any such optional payments.

**11 No Offsets.** No indebtedness evidenced by or payable pursuant to this Note will be offset by Borrower on account of any claim, action, deduction, defense, cause of action, cross-claim or counterclaim, whether liquidated or unliquidated, which Borrower may now or at any time hereafter have against Lender. Borrower waives, to the fullest extent permitted by law, the benefits of any law or procedure which substantially provides that, where cross-demands for money exist between two persons at a time when neither demand is barred by an applicable statute of limitations, and an action is thereafter commenced by one, the other may assert in defense of payment that the two demands are compensated so far as they equal each other, notwithstanding that an independent action asserting the claim would at the time of filing the answer be barred by the applicable statute of limitations.

**12 Certain Waivers.** Borrower hereby irrevocably: (a) waives demand for payment, presentment for payment, notice of nonpayment, exhibition of this Note, and any exemption rights against the indebtedness evidenced by this Note; (b) consents to any extensions or renewals of this Note; and (c) agrees that any release of any Collateral pledged as security for the Loan will not release Borrower from any obligation to pay the Loan, or any other sums owed to Lender under this Note.

**13 Missing Instrument.** In the event of any loss, theft or destruction of this Note, upon delivery by Lender to Borrower of a commercially reasonable indemnification agreement executed by Lender in favor of Borrower, Borrower will execute and deliver to Lender a replacement note in form and content identical to this Note in replacement of the lost, stolen or destroyed Note.

**14 Legal Capacity.** Each Party, and each person executing this Note or any other Loan Documents on behalf of the Party, hereby warrants and represents to the other Party that: (a) the Party has the requisite power, authority and legal capacity to make, execute, enter into and deliver this Note and any such other Loan Documents, and to perform its obligations thereunder; (2) any person executing and delivering this Note or any other Loan Documents on behalf of the Party is duly authorized to do so; and (c) neither this Note, nor any other Loan Documents, nor the performance by the Party of any obligation of the Party thereunder, will violate any article or instrument of formation, by-law, operating agreement, or other agreement, contract, covenant, restriction, injunction or order by which the Party is bound.

**15 Representation by Legal Counsel.** Borrower, by its execution of this Note, and Lender, by its acceptance of this Note, hereby warrant and represent to each other that the Party was represented by legal counsel of its own choice in connection with the Loan and the preparation, execution and delivery of this Note, and any other Loan Documents executed by the Party, or was advised by the other to obtain the advice of legal counsel, had fair and reasonable opportunity to obtain the advice of legal counsel. and willfully declined to obtain the advice of legal counsel.

**16 Oral Representations.** No representation, warranty, assurance or guaranty regarding this Note or Loan Documents will be effective unless made in writing and executed by the person making the representation, warranty, assurance or guaranty.

**17 Breach.** A Party will be in breach ("**Breach**") of this Note if the Party fails to: (a) make any payment required of the Party pursuant to this Note or the Loan Documents by the date upon which the payment is due; (b) perform any other act required of the Party under this Note or the Loan Documents by the date upon which the performance is due; or (c) cause any representation or warranty of the Party set forth in this Note or the Loan Documents to be true and accurate in all material respects when made and at all times thereafter until the Loan is fully paid.

**18 Default.** A Party will be in default ("**Default**") of this Note, and an event of default ("**Event of Default**") will be deemed to have occurred with respect to the Party, if a Breach by the Party remains uncured for a period of more than five (5) Business Days following the Notice Receipt Date or Notice of the Breach by the other Party, provided, however, that if the Breach is not of a type that can be cured by the payment of money and more than five (5) Business Days are reasonably required to cure the Breach, then there will be no Default or Event of Default by reason of the Breach if the Party in Breach: (a) commences an appropriate cure of the Breach within five (5) Business Days of the Notice Receipt Date or the Notice of the Breach, (b) promptly, diligently and in good faith prosecutes the cure of the Breach to completion, and (c) completes the cure of the Breach within thirty day of the Notice Receipt Date. To the extent permitted by law and notwithstanding anything to the contrary in this Note, upon the occurrence and during the continuance of an Event of Default, the principal, and all accrued and unpaid Interest, on the Loan, the Loan Origination Fee, Enforcement Costs, and indemnities and any other obligations of Borrower under this Note and Loan Documents, shall bear interest, from the date such Event of Default occurred until the date such Event of Default is waived in writing by Lender in accordance with this Note, at a rate per annum equal at all times to the Post-Default Rate. Any of the following events will constitute an Event of Default: (i) entry of an order for the appointment of a Chapter 11 trustee; (ii) entry of an order for the appointment of an examiner

with enlarged powers (beyond those set forth in Sections 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code; (iii) entry of an order to convert the Bankruptcy Case to a Chapter 7 case or to dismiss the Bankruptcy Case; (iv) Borrower attempting to invalidate, reduce or otherwise impair the Liens of Lender or Lender's claims or rights against Borrower or to subject the Collateral to assessment under Section 506(c) of the Bankruptcy Code; (v) any Lien or security interest created by this Note, Loan Documents, or Approval Order shall, for any reason, cease to be a valid Lien, subject only to the Permitted Liens; (vi) any action is commenced by Borrower which contests the validity, perfection, enforceability, or priority of any of the Liens and security interests of Lender created by this Note, Loan Documents, or Approval Order; or (vii) the indictment of Borrower under any criminal statute, or commencement or threatened commencement of criminal or civil proceedings against Borrower, pursuant to which statute or proceedings the penalties or remedies sought or available include forfeiture to any governmental authority of any material portion of the Collateral.

**19 Conventions.** This Note incorporates the following conventions, unless applying this convention would be contrary to the obvious intent of this Note:

- (a) The words “**include**”, “**includes**” and “**including**” are deemed to be followed by the words “**without limitation**”.
- (b) The words “**will**” and “**shall**”, like the word “**must**”, mean and refer to a mandatory obligation, and not to a mere hope or expression of intent.
- (c) Words denoting the singular will include the plural, words denoting the plural will include the singular, and words denoting gender will include all genders including masculine, feminine and neuter.
- (d) The word “**Disposition**” means any transaction, or series of related transactions, pursuant to which Borrower sells, assigns, transfers or otherwise disposes of the Collateral (whether now owned or hereafter acquired) to any other person, in each case, whether or not the consideration therefor consists of cash, securities, or other assets owned by the acquiring person, whether or not in the Bankruptcy Case under Section 363 of the Bankruptcy Code or a plan of reorganization, or outside of the Bankruptcy Case under applicable state law.
- (e) The word “**Lien**” means any mortgage, deed of trust, pledge, lien (statutory or otherwise), security interest, charge or other encumbrance or security or preferential arrangement of any nature, including any conditional sale or title retention arrangement, and any assignment, deposit arrangement or financing lease intended as, or having the effect of, security.
- (f) The word “**Material Adverse Effect**” means a material adverse effect, as shall be determined by Lender, in its sole and absolute discretion, on any of (a) the operations, business, assets, properties, or condition (financial or otherwise) of Borrower taken as a whole (except for the commencement of the Bankruptcy Case and events that typically result from the commencement of a case under Chapter 11 of the Bankruptcy Code, other

than a Disposition of the Collateral), (b) the ability of Borrower to perform any of its obligations under this Note and Loan Documents or any other agreements, instruments, or loan documents to which Borrower is a party, (c) the legality, validity, or enforceability of this Note or any other Loan Documents, (d) the rights and remedies of Lender under this Note or any other Loan Documents, or (e) the validity, perfection, or priority of a Lien in favor of Lender on the Collateral.

(g) The word “**person**” means and will be construed broadly to include individuals, corporations, limited liability companies, partnerships, associations, joint ventures, estates, trusts, receiverships, governmental entities and agencies, and other enterprises or entities of any kind.

(h) References to “**Dollars**” or “**\$**” will mean United States currency.

(i) References to “**days**” mean calendar days, unless otherwise provided, and references to “**Business Days**” mean any days, other than Saturdays, Sundays or holidays, upon which the majority of banks within the State of Nevada are open for business.

**20 Construction.** The provisions of this Note will be reasonably and liberally construed to evidence the Loan and provide for the payment by Borrower of the Loan and all other amounts payable by Borrower pursuant to this Note. Section headings are intended for convenience and will not be given undue consideration in resolving questions of interpretation or construction. Borrower and Lender are deemed to have had equal bargaining strength in the negotiation of the Loan and equal responsibility for preparing this Note, such that neither this Note nor any uncertainty or ambiguity herein will be arbitrarily construed or resolved against Lender or Borrower pursuant to any law, legal authority or rule of construction to the effect that ambiguities in documents are to be construed against the person who drafted the document.

**21 Amendment.** No modification of, deletion from, or addition to this Note will be effective unless made in writing and executed by Borrower and Lender.

**22 Alternate Payee.** Lender may designate by Notice to Borrower an alternate payee to receive any payments payable to Lender pursuant to this Note, and Borrower will pay any payments due under this Note to any such alternate payee in accordance with such Notice.

**23 GOVERNING LAW, CONSENT TO JURISDICTION, VENUE AND SERVICE OF PROCESS.** THIS NOTE IS MADE AND EXECUTED PURSUANT TO, AND WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE SUBSTANTIVE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW, EXCEPT AS GOVERNED BY THE BANKRUPTCY CODE AND EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN ANY OTHER LOAN DOCUMENTS WITH RESPECT TO SUCH OTHER LOAN DOCUMENTS. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS NOTE, LOAN DOCUMENTS, AND THE LOAN MAY BE BROUGHT IN THE BANKRUPTCY COURT, AND BY EXECUTION AND DELIVERY OF THIS NOTE, EACH OF THE PARTIES HEREBY EXPRESSLY AND IRREVOCABLY ACCEPTS AND CONSENTS TO THE JURISDICTION AND VENUE OF

THE BANKRUPTCY COURT, AND IF THE BANKRUPTCY CASE IS DISMISSED OR CLOSED, TO THE JURISDICTION AND VENUE IN ORANGE COUNTY, CALIFORNIA, OR COURTS OF THE STATE OF CALIFORNIA FOR ALL PURPOSES RELATING TO THIS NOTE, LOAN DOCUMENTS, AND THE LOAN. EACH OF THE PARTIES HEREBY CONSENTS TO THE SERVICE OF PROCESS OUT OF THE BANKRUPTCY COURT AND IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, AT THE PARTY'S ADDRESS FOR NOTICE PURPOSE AS SET FORTH IN SECTION 29. NOTHING HEREIN SHALL EFFECT THE RIGHT OF LENDER TO SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LITIGATION, LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST BORROWER IN ANY OTHER JURISDICTION. BORROWER HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE JURISDICTION OR LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN SUCH COURT AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

**24 Enforcement.** Each Party will have the right to enforce this Note, including the right to prosecute any person who violates or attempts to violate this Note, enjoin any such person from doing so, cause any such violation to be remedied, and recover damages caused by such violation.

**25 Waiver.** A failure by Lender to enforce any provision of this Note will not constitute a waiver of the right to enforce the same provision or any other provision thereafter. No waiver of any provision of this Note will be deemed a waiver of any other provision of this Note, whether or not similar. No waiver will constitute a continuing waiver unless otherwise provided in writing. No waiver of any Breach or Default will constitute a waiver, or be construed to require a waiver, of any other Breach or Default.

**26 Severability.** If any provision of this Note is held by any court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, then the remaining portions will nonetheless remain in full force and effect.

**27 Enforcement Costs.** In the event of any litigation arising from under these Loan Documents or arising from the Loan, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs incurred in such action..

Borrower will pay on demand, all of the following costs and expenses incurred by or on behalf of Lender, including fees, costs, charges, and expenses of counsel for Lender, broker fees, accounting, due diligence, valuations, investigations, searches and filings, monitoring of Collateral, appraisals of Collateral, title searches, examination, travel, lodging and meals, arising or related to: (a) the negotiation, preparation, execution, delivery, performance, and administration of this Note and other Loan Documents; (b) any requested amendments, waivers, or consents to this Note or other Loan Documents, whether or not such documents become effective or are given; (c) the preservation and protection of Lender's rights under this Note or other Loan Documents; (d) the defense of any claim or action asserted or brought against any Person that arises from or relates to this Note, other Loan Documents, the Loan, Lender's claims

against Borrower, or any and all matters in connection therewith; (e) the commencement or defense of, or intervention in, any court proceeding arising from or related to this Note or any other Loan Documents; (f) the filing of any petition, complaint, answer, motion or other pleading by Lender, or the taking of any action in respect of the Collateral or other security, in connection with this Note or any other Loan Documents; (g) the protection, collection, lease, sale, taking possession of or liquidation of, any Collateral or other security in connection with this Note or any other Loan Documents; and (i) the receipt by Lender of any advice from professionals with respect to any of the foregoing (collectively "**Enforcement Costs**"). Without limitation of the foregoing or any other provision of any Loan Documents: if the Borrower fails to perform any covenant or agreement contained herein or in any other Loan Documents, Lender may itself perform or cause performance of such covenant or agreement, and the expenses of Lender incurred in connection therewith shall be reimbursed on demand by Borrower.

**28 Notices.** Any notice, inquiry, request, demand, acknowledgment, acceptance, rejection, consent, approval, disapproval, waiver, protest, denial or other communication ("**Notice**") required or desired pursuant to this Note must be in writing, and will be deemed received on the following date ("**Notice Receipt Date**"): (a) the date of delivery by personal service, including FedEx, to the recipient Party's address set forth below, until a Notice of a change of address is given by the recipient Party, and thereafter, to the address set forth in the recipient Party's most recent change of address Notice; (b) the three (3) Business Day anniversary of the date of deposit with the United States Post Office, as first class mail, postage prepaid, addressed as required by this Section; or (c) except with respect to a Notice of Breach, Notice of Default, or Notice demanding that future Notices be given only in accordance with clauses (a) or (b) of this sentence, the date upon which the Notice is sent by email correspondence to the recipient Party's email address set forth below, until Notice of a change of email address is given by the recipient Party, and thereafter, to the email address set forth in the recipient Party's most recent change of email address Notice. The rejection of a Notice, refusal to accept a Notice, or inability to deliver a Notice because of a failure to give Notice of a change of address, will constitute delivery.

**Borrower:** Star Golden Enterprises, LLC  
Attn: Nicholas Rubin  
20341 SW Birch Suite 200  
Newport Beach, CA 92660  
Email: nrubin@force10partners.com

**A Copy of Any Notice To Borrower Must Also Be Given To Borrower's Legal Counsel At:** Garman Turner Gordon  
Attn: Gregory E. Garman, Esq.  
650 White Dr., Suite 100  
Las Vegas, NV 89119  
Email: ggarman@gtg.legal  
ghamm@gtg.legal

**Lender:**

Evan Sofer  
269 Green Peace Ct.  
Henderson, NV 89052

Email: esofe1@yahoo.com

**A Copy of Any Notice  
To Lender Must Also  
Be Given To Lender's  
Legal Counsel At:**

Arent Fox LLP  
Attn: Aram Ordubegian, Esq.  
555 West 5th Street, 48th Floor  
Los Angeles, California 90013  
Email: aram.ordubegian@arentfox.com

**29 Exhibits.** The following described exhibits are attached to this Note and hereby incorporated into and made a part of this Agreement as if fully set forth herein:

Exhibit "A" – Deed of Trust

Exhibit "B" – Form Bankruptcy Court's Approval Order

**30 Execution.** This Note may be executed in any number of identical counterparts, each of which is an original, and all of which constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this instrument by electronic means including email, electronic facsimile transmittal (fax), or telecopy, will be as effective as the physical delivery of an executed counterpart of this instrument.

**31 Inurement.** This Note will inure to the benefit of Lender and its grantees, assignees, transferees, heirs, successors, executors, administrators and trustees, and will be binding upon and enforceable against Borrower and its bankruptcy "estate" (within the meaning of the Bankruptcy Code), grantees, assignees, transferees, heirs, successors, executors, administrators, and trustees (including, except for the right to make Loan Request, any trustee succeeding to Borrower's rights under Chapter 11 of the Bankruptcy Code or pursuant to any conversion to a case under Chapter 7 of the Bankruptcy Code) in the Bankruptcy Case or any other bankruptcy or insolvency proceeding.

**32 Indemnification.**

(a) **General Indemnity.** In addition to Borrower's obligations under this Note, Borrower agrees to defend, protect, indemnify and hold harmless Lender and its officers, directors, employees, attorneys, consultants and agents (collectively called the "Indemnitees") from and against any and all losses, damages, liabilities, obligations, penalties, fees, reasonable costs, and expenses (including, without limitation, reasonable attorneys' fees, costs and expenses) incurred by such Indemnitees, whether prior to or from and after the Effective Date, whether direct, indirect or consequential, as a result of or arising from or relating to or in connection with any of the following: (i) the negotiation, preparation, execution or performance or enforcement of this Note, Approval Order, or any other Loan Documents; (ii) Lender's furnishing of funds to Borrower under this Note or other Loan Documents, including, without limitation, the management of any such Loans; (iii) any matter relating to the financing transactions contemplated by this Note or other Loan Documents; or (iv) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto

Matter caused by the gross negligence or willful misconduct of such Indemnitee, as determined by a final judgment of a court of competent jurisdiction.

(b) The indemnification for all of the foregoing losses, damages, fees, costs and expenses of the Indemnitees are chargeable against the Loan. To the extent that the undertaking to indemnify, pay and hold harmless set forth herein may be unenforceable because it is violative of any law or public policy, Borrower shall contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Matters incurred by the Indemnitees. The indemnities set forth herein shall survive the repayment of the obligations and discharge of any Liens granted under this Note and other Loan Documents.

**33 Representations and Warranties.** Borrower hereby represents and warrants to Lender as follows:

(a) **Enforceability of Loan Documents.** Subject to the entry of the Approval Order, this Note is, and other Loan Documents to which Borrower is or will be a party, when delivered hereunder, will be, a legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms.

(b) **Insurance.** Borrower keeps the Collateral adequately insured and maintains insurance to such extent and against such risks, including fire, as is customary.

**34 Affirmative Covenants.** So long as any principal of or interest on the Loan or any other obligation under this Note shall remain unpaid or Lender shall have any commitment to provide Loan Advance under this Note, Borrower will, unless Lender shall otherwise consent in writing:

(a) **Reporting Requirements.** Furnish Lender (A) on a quarterly basis, a report showing rent, collections, revenues, and expenses concerning the Collateral; (B) as soon as possible and in any event within five (5) days after execution, receipt or delivery thereof, copies of any material notices that Borrower executes or receives in connection with the Collateral; (C) promptly after the filing thereof and to the extent the same is not publicly available on the Bankruptcy Court's electronic docket, copies of all pleadings, motions, applications, financial information and other papers and documents filed by Borrower in the Bankruptcy Case, which papers and documents shall also be given or served on Lender's counsel; and (D) promptly upon request, such other information concerning the Collateral, its condition or operations, financial or otherwise, of Borrower as Lender may from time to time reasonably request.

(b) **Inspection Rights.** Subject to the terms of lease agreements affecting the Collateral, Borrower shall permit the agents and representatives of Lender at any time and from time to time during normal business hours to visit and inspect the Collateral, to conduct valuations, appraisals, or examinations of the Collateral, and to discuss Borrower's affairs, finances, and accounts with any of agents, independent accountants, or any of its other representatives. In furtherance of the foregoing, Borrower hereby authorizes its agents, independent accountants, or any of its other representatives, to

discuss the affairs, finances, and accounts of Borrower with the agents and representatives of Lender in accordance with this Section.

(c) **Maintenance of Collateral and Insurance.** Maintain and preserve the Collateral, as necessary, useful, in good working order and condition, ordinary wear and tear excepted, and maintain insurance with responsible and reputable insurance companies or associations with Best Rating of at least AX unless otherwise agreed to by Lender with respect to the Collateral in amount, adequacy and scope reasonably satisfactory to Lender. If Borrower fails to maintain such insurance, Lender may arrange for such insurance, but at Borrower's expense and without any responsibility on Lender's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the sole right, in the name of Borrower, to file claims under any insurance policies, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments, or other documents that may be necessary to effect the collection, compromise, or settlement of any claims under any such insurance policies.

**35 Negative Covenants.** So long as any principal of or interest on the Loan or any other obligation under this Note shall remain unpaid or Lender shall have any commitment to provide Loan Advance under this Note, Borrower will not, unless Lender shall otherwise consent in writing:

(a) **Liens.** Create, incur, assume, or suffer to exist any Lien upon or with respect to the Collateral, other than Permitted Liens; file or suffer to exist under the Uniform Commercial Code or any requirement of law of any jurisdiction, a financing statement (or the equivalent thereof) that names Borrower as debtor; sign or suffer to exist any security agreement authorizing any secured party thereunder to file such financing statement (or the equivalent thereof) concerning the Collateral.

(b) **Indebtedness.** Create, incur, assume, guarantee, or suffer to exist, or otherwise become or remain liable with respect to any debts concerning the Collateral other than Permitted Liens and any administrative expenses incurred in the ordinary course of business, including, without limitation, ad valorem property taxes and HOA fees.

(c) **Bankruptcy Court's Orders; Administrative Priority, Lien Priority; Payment of Claims.**

Borrower shall not:

(i) At any time, seek or consent to any reversal, modification, amendment, stay or vacation of the Approval Order or any other order of the Bankruptcy Court, except for modifications and amendments agreed to by Lender.

(ii) At any time, suffer to exist any Lien on the Collateral having a priority equal or superior to the Lien in favor of Lender in respect of the Collateral, except for Permitted Liens.

(iii) Before the date on which the obligations under this Note have been paid in full in cash, pay any administrative expense claims except: (A) allowed fees and expenses of estate professional, (B) obligations incurred in the ordinary course of the Borrower's business, including, without limitation, ad valorem taxes, homeowners' association fees or dues, insurance expenses, and maintenance expenses, and (C) obligations due and payable under this Note.

### 36 **Taxes.**

(a) Except to the extent required by law, any and all payments by Borrower under this Note or any other Loan Documents shall be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding franchise taxes, branch profits taxes and taxes imposed on or measured by the income of Lender (or any transferee or assignee thereof), in the case of all of the foregoing, by the jurisdiction in which such Person is organized or has its principal lending office or applicable lending office (all such nonexcluded taxes, levies, imposts, deductions, charges withholdings and liabilities, collectively or individually, "**Taxes**"). If Borrower shall be required to deduct any Taxes from or in respect of any sum payable hereunder to Lender, (i) the sum payable shall be increased by the amount necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 32) Lender shall receive an amount equal to the sum it would have received had no such deductions been made, (ii) Borrower shall make such deductions and (iii) Borrower shall pay the full amount deducted to the relevant governmental authority in accordance with applicable law.

(b) In addition, Borrower agrees to pay to the relevant governmental authority in accordance with applicable law any present or future stamp, documentary, transfer, recording or filing taxes or fees or any other excise or property taxes, charges or similar levies that arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, this Note or any other Loan Documents ("**Other Taxes**"). Borrower shall deliver to Lender official receipts in respect of any Taxes or Other Taxes payable hereunder, copies of such receipts or any other evidence of the payment of such Taxes or Other Taxes personally acceptable to Lender, within thirty (30) Business Days after payment of such Taxes or Other Taxes.

(c) Borrower hereby indemnifies and agrees to hold Lender harmless from and against Taxes and Other Taxes (including, without limitation, Taxes and Other Taxes imposed on any amounts payable under this Section 32) paid by such Person, whether or not such Taxes or Other Taxes were correctly or legally asserted. Such indemnification shall be paid within ten (10) days from the date on which any such Person makes written demand therefor specifying in reasonable detail the nature and amount of such Taxes or Other Taxes.

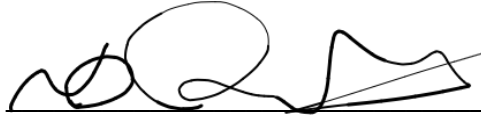
(d) The obligations of Borrower under this Section 32 shall survive the termination of this Note and the payment of the Loan and all other amounts payable hereunder.

**37 WAIVER OF JURY TRIAL.** EACH BORROWER AND LENDER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS NOTE OR OTHER LOAN DOCUMENTS, OR UNDER ANY AMENDMENT, WAIVER, CONSENT, INSTRUMENT, DOCUMENT OR OTHER AGREEMENT DELIVERED OR WHICH IN THE FUTURE MAY BE DELIVERED IN CONNECTION THEREWITH, OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH THIS NOTE, AND AGREES THAT ANY SUCH ACTION, PROCEEDINGS, CLAIM OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. BORROWER CERTIFIES THAT NO OFFICER, REPRESENTATIVE, AGENT, OR ATTORNEY OF LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM, SEEK TO ENFORCE THE FOREGOING WAIVERS. BORROWER HEREBY ACKNOWLEDGES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER ENTERING INTO THIS NOTE.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, Lender and Borrower made, executed, entered into and delivered this Note effective as of the Loan Date set forth above.

**BORROWER:**

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a series of loops and a final horizontal stroke.

**STAR GOLDEN ENTERPRISES, LLC,  
THE DEBTOR AND DEBTOR IN POSSESSION  
IN BANKRUPTCY CASE NO. BK-5-17-10440-BTB  
PENDING BEFORE THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEVADA**

**LENDER:**

**EVAN SOFER**

\_\_\_\_\_  
**(signature)**


IN WITNESS WHEREOF, Lender and Borrower made, executed, entered into and delivered this Note effective as of the Loan Date set forth above.

**BORROWER:**

**STAR GOLDEN ENTERPRISES, LLC,  
THE DEBTOR AND DEBTOR IN POSSESSION  
IN BANKRUPTCY CASE NO. BK-5-17-10440-BTB  
PENDING BEFORE THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEVADA**

**LENDER:**

**EVAN SOFER**

  
\_\_\_\_\_  
(signature)

# EXHIBIT A

# EXHIBIT A

APN: 001-09-510-009; 138-32-819-142;  
139-12-311-015; 163-21-515-196;  
177-15-816-014

RECORDING REQUESTED BY AND,  
WHEN RECORDED, MAIL TO:

Arent Fox LLP  
555 West 5th Street, 48th Floor  
Los Angeles, CA 90013  
Attn: Aram Ordubegian, Esq.

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

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### DEED OF TRUST AND ASSIGNMENT OF LEASES AND RENTS

This Deed of Trust and Assignment of Leases and Rents (this “*Deed of Trust*”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by STAR GOLDEN ENTERPRISES, LLC, a Nevada limited liability company (“*Trustor*”), to \_\_\_\_\_, a Nevada corporation, as trustee (“*Trustee*”), for the benefit of EVAN SOFER, as beneficiary and secured party (“*Beneficiary*”).

1. Trustor irrevocably grants, bargains, sells, transfers and assigns to Trustee in trust, WITH POWER OF SALE, that real property located in Clark County, Nevada, as further described in Exhibit A attached hereto and incorporated herein by reference, together with all tenements, hereditaments and appurtenances now or hereafter belonging or in any way appertaining thereto; any easements benefiting such property; 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 such real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with such property; the reversion and reversions, remainder and remainders, rents, issues and profits of such property, and all buildings, fixtures and other improvements now or hereafter located on or attached to or used in connection therewith and any estate, right, title or interest Trustor may hereafter acquire therein (collectively, the “*Property*”).

2. The foregoing grant is for the benefit of securing: (i) performance of each agreement of Trustor incorporated by reference or contained herein; (ii) payment of the indebtedness evidenced by a certain promissory note of even date herewith, and any extension or renewal thereof, in the original principal amount of up to Two Hundred Fifty Thousands Dollars (\$250,000.00) executed by Trustor in favor of Beneficiary or order (the “*Note*”); (iii) payment of such additional sums as may hereafter be advanced for the account of Trustor or assigns by Beneficiary, with interest thereon at the rate set forth in the Note; and (iv) compliance with the terms and conditions of the Note.

3. Effective upon the recordation of this Deed of Trust, Trustor hereby irrevocably, absolutely, presently and unconditionally assigns, transfers and sets over to Beneficiary, all rents, security deposits, royalties, issues, profits, earnings, revenue, income, products and proceeds of the Property, whether now due, past due or to become due, including all future rights to payment from the above-listed items (some or all collectively, as the context may require, “*Rents*”), and all rights to any leases on the Property (“*Leases*”), and confers upon the Beneficiary the right to collect such Rents and enforce the provisions of any Leases with or without taking the Property. This is an absolute assignment, not an assignment for security only.

4. Beneficiary hereby confers upon Trustor a license (“*License*”) to collect and retain the Rents as they become due and payable, so long as no Event of Default (as defined in the Note) shall exist and be continuing. If an Event of Default has occurred and is continuing, Beneficiary shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Trustor, and without regard to the adequacy of Beneficiary’s security under this Deed of Trust.

5. Subject to the License granted to Trustor under Section 4 above, Beneficiary has the right, power and authority to collect any and all Rents and enforce the provisions of any of the Leases. Trustor hereby appoints Beneficiary its attorney in fact (which appointment is irrevocable as it is coupled with an interest) to perform any and all of the following acts, if and at the times when Beneficiary in its sole discretion may so choose:

- (a) Demand, receive and enforce payment of any and all Rents; or
- (b) Give receipts, releases and satisfactions for any and all Rents; or
- (c) Sue either in the name of Trustor or in the name of Beneficiary for any and all Rents; or
- (d) Enforce the provisions of any and all Leases.

Beneficiary’s right to the Rents or to enforce the provisions of any of the Leases does not depend on whether or not Beneficiary takes possession of the Property. In Beneficiary’s sole discretion, Beneficiary may choose to collect Rents or enforce any and all Leases either with or without taking possession of the Property. After deducting all costs, fees and expenses of the Trustee and of this Deed of Trust, Beneficiary shall apply all Rents collected by it in the manner as follows to the payment of: (i) all sums expended under the terms hereof, not then repaid, with accrued interest at the Default Rate of Interest as defined and set forth in the Note (ii) all other sums then secured hereby; and (iii) the remainder, if any, to the person or persons legally entitled thereto. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted under Section 1.

6. Under no circumstances shall Beneficiary have any duty to produce Rents from the Property. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Property, Beneficiary is not and shall not be deemed to be:

- (a) a “mortgagee in possession” for any purpose; or
- (b) responsible for performing any of the obligations of the Trustor as lessor under any Lease; or
- (c) responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair or control of the Property; or
- (d) liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it.

7. Trustor shall not accept any prepayment of Rents for any rental period exceeding one month without Beneficiary’s prior express written consent, which consent shall not be unreasonably withheld.

8. Trustor agrees to keep the Property in good condition and repair; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials finished therefor; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; and not to commit, suffer or permit any act upon the Property in violation of law.

9. Trustor agrees to pay: before delinquent, all taxes and assessments affecting the Property; when due, all encumbrances, charges and liens, with interest, on the Property or any part thereof which appear to be superior hereto; all costs, fees and expenses of this Deed of Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Release and Full Reconveyance and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured hereby. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be superior hereto; and in exercising any such powers, pay necessary expenses, employ counsel, and pay counsel’s reasonable fees.

10. Trustor agrees to appear in and defend any action or proceeding purporting to affect the Property or the rights or powers of Beneficiary or Trustee relating to the security hereof and to pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and

attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named.

11. Trustor agrees to provide, maintain, and deliver to Beneficiary fire insurance policies for any buildings that may be constructed on the Property, if and when constructed, satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, provided however, so long as Trustor is not in default under the Note or this Deed of Trust, the entire amount of insurance so collected shall be released to Trustor, at Trustor's sole option, to rebuild any such improvements. Such application or release shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

12. Trustor agrees that any award of damages in connection with any condemnation or any such taking of all or part of the Property, or for injury to the Property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor, however, the right to sue therefor and for the ownership thereof subject to this Deed of Trust), and, upon receipt of such moneys, Beneficiary may apply or release the same in the same manner and with the same effect as above-provided for disposition of proceeds of insurance.

13. Trustor agrees to pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from the date of expenditure at the interest rate provided for in the Note secured by this Deed of Trust. Any amounts so paid by Beneficiary or Trustee shall become part of the debt secured by this Deed of Trust and a lien on the Property or shall become immediately due and payable at the option of either Beneficiary or Trustee.

14. Trustor hereby agrees to unconditionally and jointly and severally indemnify and defend Beneficiary and hold Beneficiary harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever, paid, incurred or suffered by, or asserted against, Beneficiary, for, with respect to, or as a direct or indirect result of either of the following:

(a) The presence on or under or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Property or any portion thereof of any Hazardous Material (defined below) (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any of the Hazardous Material Laws (defined below)); or

(b) Any liens against the Property or any portion thereof or any interest or estate in any thereof, created, permitted or imposed by the Hazardous Material Laws, or any actual or asserted liability of or obligations of Trustor under the Hazardous Material Laws.

For purposes of this Section 14, “Hazardous Materials” means and includes those substances, including without limitation, asbestos or any substance containing asbestos and deemed hazardous under any Hazardous Material Law (defined below), the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials and any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law. “Hazardous Material Laws” collectively means any present and future local, state, and federal law relating to the environment and environmental conditions, including, without limitation, the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. §§9601-9658, as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”), the Hazardous Materials Transportation Act, 49 U.S.C. §6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., the Clean Air Act, 42 U.S.C. §§741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-300j, Nevada Revised Statutes 445C and 445D, and all the regulations, orders, decrees now or hereafter promulgated thereunder.

15. From time to time, Beneficiary may substitute a successor to any Trustee named in or acting under this Deed of Trust in any manner now or later to be provided at law, or by a written instrument executed and acknowledged by Beneficiary and recorded in the office(s) of the recorder(s) of the county or counties where the Property is situated. Any such instrument shall be conclusive proof of the proper substitution of the successor Trustee, who shall automatically upon recordation of the instrument succeed to all estate, title, rights, powers and duties of the predecessor Trustee, without conveyance from it.

16. Where not inconsistent with the covenants expressly set forth herein, the following covenants of NRS 107.030 are hereby adopted and made a part of this Deed of Trust: Covenant Nos. 1, 2 (an amount satisfactory to Beneficiary), 3, 4 (the rate being the same as the Note secured hereby), 5, 6, 7 (reasonable as determined by a court with jurisdiction), 8 and 9.

The undersigned Trustor requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to Trustor at the address herein above set forth.

**[Signature page to follow.]**

IN WITNESS WHEREOF, this instrument has been executed on the date first set forth above.

TRUSTOR:

\_\_\_\_\_  
STAR GOLDEN ENTERPRISES, LLC

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2017, by Star Golden Enterprises, LLC, a Nevada limited liability company.

\_\_\_\_\_  
Notary Public

# EXHIBIT A

## Description of Property

APN 177-15-816-014

### PARCEL 1:

LOT FOURTEEN (14) IN BLOCK ONE (1) OF FINAL MAP OF MARYLAND TWILIGHT,  
A COMMON INTEREST COMMUNITY, AS SHOWN BY MAP THEREOF ON FILE IN  
BOOK 116 OF PLATS, PAGE 52, IN THE OFFICE OF THE COUNTY RECORDER OF  
CLARK COUNTY, NEVADA

## PARCEL II:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE COMMON ELEMENTS AS SET FORTH AND SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR MARYLAND TWILIGHT RECORDED OCTOBER 11, 2004, IN BOOK 20041011 AS DOCUMENT NO. 2417, OFFICIAL RECORDS.

APN 163-21-515-196

PARCEL 1:

UNIT TWO THOUSAND ONE HUNDRED EIGHT (2108) IN BUILDING FIFTEEN (15), AS SHOWN ON THE AMENDED FINAL MAP OF CATALINA SHORES AT WEST FLAMINGO UNIT, FILE IN BOOK 71 OF PLATS, PAGE 27, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND AS AMENDED BY CERTIFICATE OF AMENDMENT RECORDED JANUARY 27, 1997 IN BOOK 970127 AS DOCUMENT NO. 00754, AND AS DEFINED AND SET FORTH IN AND SUBJECT TO THAT CERTAIN "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COPPER SANDS HOMEOWNERS ASSOCIATION, INC", RECORDED AUGUST 06, 2004 IN BOOK 20040806 AS DOCUMENT NO. 03887 AND BY THAT CERTAIN "FIRST RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COPPER SANDS HOMEOWNERS ASSOCIATION, INC." RECORDED OCTOBER 26, 2004 IN BOOK 20041026 AS DOCUMENT NO. 01147 AND AMENDED BY THAT "FIRST AMENDMENT", RECORDED DECEMBER 03, 2004 IN BOOK 20041203 AS DOCUMENT NO. 00289., OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL 2:

TOGETHER WITH AN UNDIVIDED ALLOCATED FRACTIONAL INTEREST IN AND TO THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE DECLARATION MENTIONED ABOVE.

PARCEL 3:

TOGETHER WITH AN EXCLUSIVE INTEREST IN AND TO THOSE LIMITED COMMON ELEMENTS, IF ANY, APPURTENANT TO THE UNIT, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE DECLARATION MENTIONED ABOVE.

PARCEL 4:

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OF REASONABLE INGRESS TO AND EGRESS FROM THE UNIT, AND OF ENJOYMENT OF THE GENERAL COMMON ELEMENTS, AS SET FORTH IN, AND SUBJECT TO, THE PLAT AND THE DECLARATION MENTIONED ABOVE.

APN 139-12-311-015

PARCEL ONE (1):

LOT FIFTEEN (15) OF FINAL MAP OF GOWAN/BERG AS SHOWN BY MAP THEREOF ON FILE IN BOOK 93 OF PLATS, PAGE 5, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

RESERVING THEREFROM A NON-EXCLUSIVE EASEMENT OF INGRESS, EGRESS AND ENJOYMENT OVER THE COMMON AREA AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VICTORY OVATION RECORDED MAY 17, 2000 IN BOOK 20000517 AS DOCUMENT NO. 00586, AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON-EXCLUSIVE EASEMENT OF INGRESS, EGRESS AND ENJOYMENT OVER THE COMMON AREA AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VICTORY OVATION RECORDED MAY 17, 2000 IN BOOK 20000517 AS DOCUMENT NO. 00586, AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1).

APN 138-32-819-142

## PARCEL I: (COMMON AREA)

ONE (1) ALLOCATED INTEREST AS TENANTS-IN-COMMON IN AND TO THE COMMON AREA OF EACH PHASE OF VERANO CONDOMINIUMS, A CONDOMINIUM COMMUNITY, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 124 OF PLATS, PAGE 63 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA . SAID ALLOCATED INTEREST TO BE A FRACTION THE NUMERATOR OF WHICH SHALL BE ONE (1), AND THE DENOMINATOR WHICH SHALL BE THE NUMBER OF UNITS IN THE COMMUNITY WHICH SHALL BECOME SUBJECT TO THE DECLARATION OF RESTRICTIONS RECORDED MAY 26, 2005 IN BOOK 20050526 AS DOCUMENT NO. 01879, OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL UNITS AND BUILDINGS LOCATED WITHIN THE ABOVE REFERENCED PLAT.

RESERVING THEREFROM THE RIGHT TO POSSESSION OF ALL THOSE AREAS  
DELINEATED AS "COMMON ELEMENTS" UPON PARK I AT SUMMERLIN GATE  
CONDOMINIUMS, A COMMON INTEREST CONDOMINIUM DEVELOPMENT AS  
DEFINED IN THE DECLARATION.

FURTHER RESERVING THEREFROM FOR THE BENEFIT OF THE OWNERS OF ALL UNITS WITHIN PARK I AT SUMMERLIN GATE CONDOMINIUMS, A COMMON INTEREST CONDOMINIUM DEVELOPMENT, (EXCEPT THE UNIT REFERRED TO IN PARCEL II, HEREIN) NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, USE AND ENJOYMENT OF, ON, OVER AND ACROSS THE COMMON ELEMENTS, AS PROVIDED FOR IN AND SUBJECT TO THE DECLARATION.

PARCEL II: (LIVING UNIT)

UNIT NO. TWO THOUSAND SEVENTY (2070) IN BUILDING FOURTEEN (14) AS SHOWN UPON THE ABOVE REFERENCED PLAT.

### PARCEL III: (COMMON ELEMENTS)

THE EXCLUSIVE RIGHT OF USE, POSSESSION, AND OCCUPANCY OF THOSE PORTIONS THE PROJECT DESIGNATED AS "COMMON ELEMENTS" (AS DEFINED IN AND SUBJECT TO THE DECLARATION), WHICH ARE APPURTENANT TO PARCELS I AND II DESCRIBED ABOVE.

PARCEL IV: (APPURTENANT EASEMENTS)

NON-EXCLUSIVE EASEMENTS OF ACCESS, INGRESS AND EGRESS, USE AND ENJOYMENT OF, IN AND TO THE COMMON ELEMENTS, ONLY AS TO THOSE PORTIONS OF THE COMMON ELEMENTS WHICH LAY IN THE UNENCLOSED PORTIONS OF UNITS AS SET FORTH IN THE DECLARATION OF COVENANTS.

CONDITIONS AND RESTRICTIONS AND GRANT AND RESERVATION OF  
EASEMENTS RECORDED MAY 26, 2005 IN BOOK 20050526 AS DOCUMENT NO. 01879.

APN: 001-09-510-009

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF CLARK,  
STATE OF NV, DESCRIBED AS FOLLOWS:

PARCEL ONE: (COMMON ELEMENTS)

ONE (1) ALLOCATED INTEREST (EXCEPT ASSOCIATION PROPERTY) AS TENANT IN  
COMMON IN THE COMMON ELEMENTS WITHIN PHASE 3 OF THE ROCK SPRINGS  
VISTA AT MESQUITE NO. 3, AS SHOWN BY MAP "PLAT" THEREOF ON FILE  
RECORDED IN BOOK 64 OF PLATS, PAGE 95 IN THE OFFICE OF THE COUNTY  
RECORDER OF CLARK COUNTY, NEVADA AND AS AMENDED BY CERTIFICATE OF  
AMENDMENT RECORDED JANUARY 20, 1995 IN BOOK 950120 OF OFFICIAL  
RECORDS AS DOCUMENT NO. 00867. AS STAGE ARE ANNEXED, THE ALLOCATED  
INTEREST FOR EACH UNIT WILL ALWAYS BE A FRACTION, THE NUMERATOR OF  
WHICH WILL BE ONE (1), AND DENOMINATOR, OF WHICH WILL BE THE TOTAL OF  
ALL UNITS IN ALL PHASES THAT BECOME SUBJECT TO THE DECLARATION.

EXCEPTING THEREFROM THE FOLLOWING:

ALL LIVING UNITS AND ASSOCIATION PROPERTY SHOWN IN PHASE 3 OF ROCK  
SPRINGS VISTA AT MESQUITE NO. 2 OF CONDOMINIUMS.

AND RESERVING THEREFROM:

THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNATED AS LIMITED  
COMMON ELEMENTS, AS SHOWN UPON THE PLAT REFERRED TO ABOVE:

AND FURTHER RESERVING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF  
CONDOMINIUMS IN ALL SUBSEQUENT PHASES, NON-EXCLUSIVE EASEMENTS ON,  
OVER , AND ACROSS THE ASSOCIATION PROPERTY AS DEFINED AND SHOWN  
UPON THE PLAT REFERRED ABOVE FOR INGRESS, EGRESS AND RECREATIONAL  
USE, SUBJECT TO THE "DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS RECORDED ON DECEMBER 2, 1994 IN BOOK 941202 AS  
INSTRUMENT NO. 01772, CLARK COUNTY, NEVADA, RECORDER TO WHICH  
REFERENCE IS HEREAFTER MADE.

PARCEL TWO: (LIVING UNIT)

LIVING UNIT 101 IN BUILDING 3 AS SHOWN UPON THE CONDOMINIUM PLAT AS  
SHOWN BY ON FILE IN BOOK 64 OF PLATS, PAGE  
95 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL THREE: (LIMITED COMMON ELEMENTS/SPECIAL COVENANT)

THE EXCLUSIVE RIGHT TO USE, POSSESSION, AND OCCUPANCY OF THOSE PORTIONS OF THE LIMITED COMMON ELEMENTS BEING DESCRIBED UPON THE PLAT AS BALCONIES, STAIRWAYS/ENTRY, STORAGE AREAS AND ASSIGNED PARKING SPACE NO. P3-101 (LIMITED COMMON ELEMENT), WHICH ARE APPURTENANT TO AND FOR THE EXCLUSIVE USE OF PARCEL 2.

PARCEL FOUR: (ASSOCIATION PROPERTY)

A NON-EXCLUSIVE EASEMENT ON AND OVER THE ASSOCIATION PROPERTY (AS DEFINED IN THE DECLARATION) FOR ACCESS, INGRESS, EGRESS, AND USE OF THE AMENITIES LOCATED THEREON, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION. THIS EASEMENT IS APPURTENANT TO PARCELS 1, 2 AND 3 ABOVE DESCRIBED. THE ASSOCIATION COMMON AREA IS FOR THE USE OF THE OWNERS AND GUESTS OF THE UNITS, WHICH ARE SUBJECT TO THE DECLARATION, RULES AND REGULATIONS OF THE ASSOCIATION AND ARE NOT FOR THE USE OF THE GENERAL PUBLIC.

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PARCEL FIVE: (PHASED AREAS)

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND RECREATIONAL USE ON AN OVER THE ASSOCIATION PROPERTY SUBSEQUENT PHASES, WHICH EASEMENT IS APPURTENANT TO PARCELS 1, 2, AND 3 DESCRIBED ABOVE. THIS EASEMENT SHALL BE EFFECTIVE ONLY UNTIL RECORDATION PRIOR TO EXPIRATION OF RIGHT TO ANNEX OF A DECLARATION OF ANNEXATION DECLARING NON-ANNEXED PHASES TO BE SUBJECT TO THE DECLARATION.