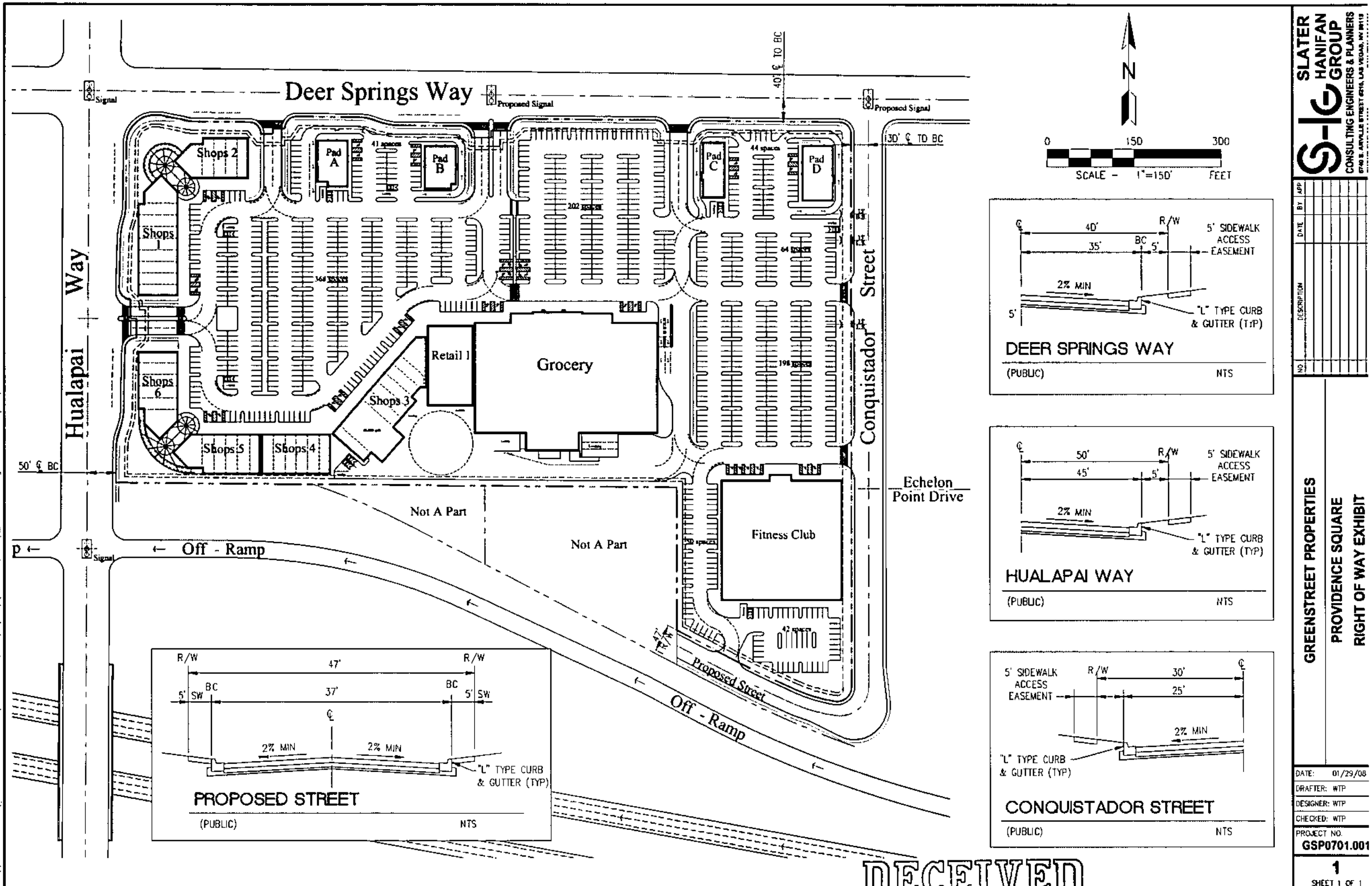

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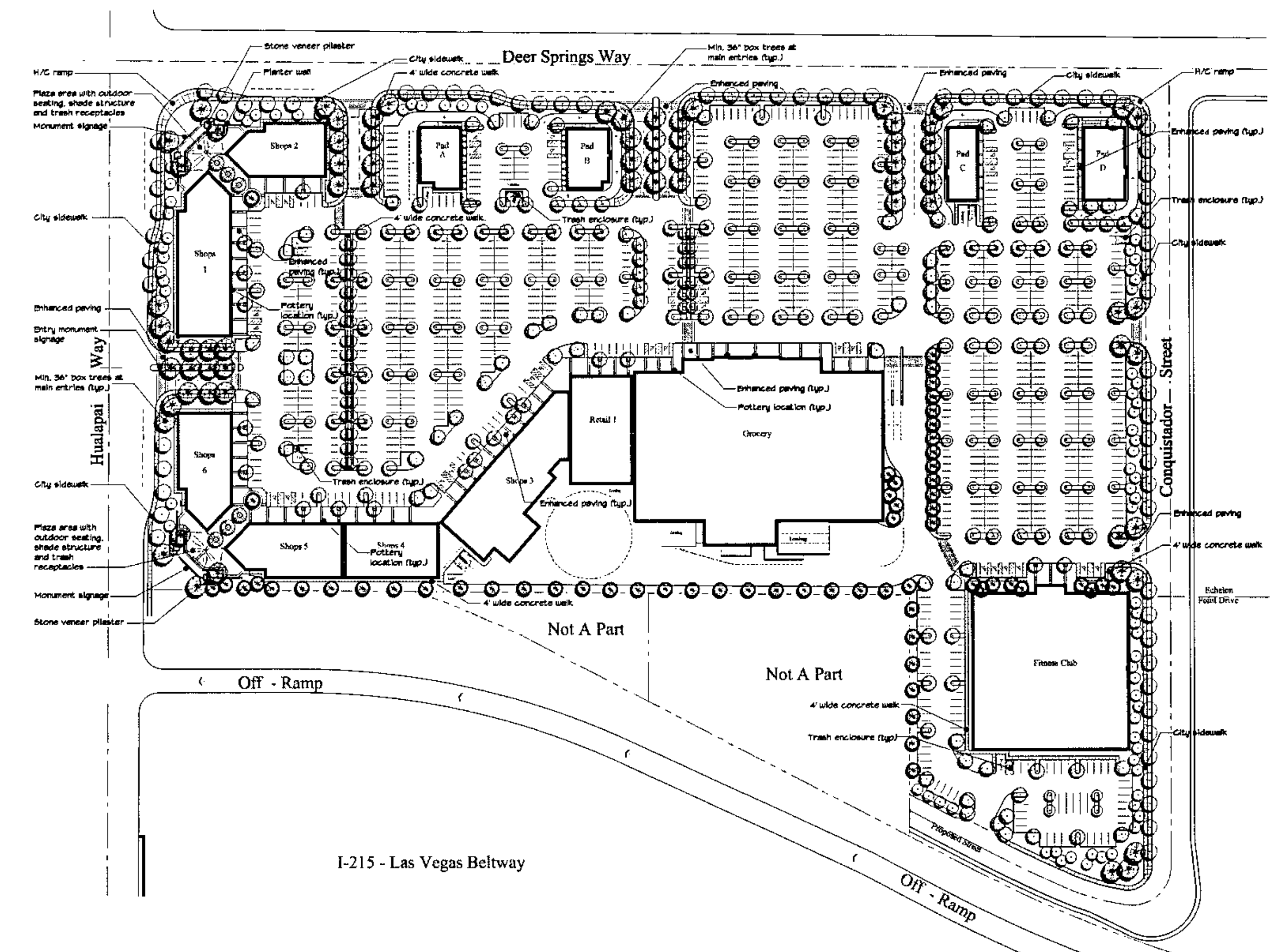

PLANT LEGEND

TREES SUCH AS -

Symbol	Botanical Name - Common Name	Size (Unless Noted)
	Cercidium floridum - Blue Palo Verde	24" box
	Chitalpa tashkentensis - Chitalpa	24" box
	Olea 'Swan Hill' - Fruitless Olive	24" box
	Pinus eldarica - Mondel Pine	24" box
	Prosopis glandulosa - Texas Honey Mesquite	24" box
	Ulmus parvifolia - Evergreen Elm 'Allee'	24" box

SHRUBS SUCH AS -

Symbol	Botanical Name - Common Name	Size (Unless Noted)
Not Shown	Buxus microphylla - Japanese Boxwood	5 gal.
	Cotoneaster glaucophyllus - Gray Leaf Cotoneaster	5 gal.
	Dalea frutescens - Black Dalea	5 gal.
	Euonymus hybrids - Euonymus	5 gal.
	Leucophyllum sp. - Heavenly Cloud Sage	5 gal.
	Ligustrum sp. - Privet	5 gal.
	Photinia fraseri - Fraser's Photinia	5 gal.
	Raphiolepis indica - Indian Hawthorne	5 gal.
	Xylosma congesta 'compacta' - Xylosma	5 gal.

ACCENTS/GRASSES/VINES SUCH AS -

Symbol	Botanical Name - Common Name	Size
Not Shown	Dasylirion wheeleri - Desert Spoon	5 gal.
	Dietes sp. - Fortnight Lily	5 gal.
	Hesperaloe parviflora - Red Yucca	5 gal.
	Muhlenbergia capillaris - Regal Mist Deer Grass	5 gal.
	Muhlenbergia lindheimeri - Autumn glow Deer Grass	5 gal.
	Muhlenbergia rigens - Deer Grass	

GROUNDCOVER SUCH AS -

Symbol	Botanical Name - Common Name	Size
Not Shown	Acacia redolens - Low Boy Desert Carpet	1 gal.
	Baccharis 'Centennial' - Centennial Baccharis	1 gal.
	Dalea capitata 'Sierra Gold' - Sierra Gold Dalea	1 gal.
	Lantana 'New Gold' - New Gold Lantana	1 gal.
	Rosmarinus officinalis 'Prostratus' - Trailing Rosemary	1 gal.

Not Shown — Rock Mulch to cover all shrub areas, this is to include areas of accent material. Size, specification and location of the various sized material to be provided on the Construction Documents.

PARKING LOT TREE CALCULATIONS

NUMBER OF PARKING SPACES : 1009

NUMBER OF TREES REQUIRED : 168.2
(1 TREE PER 6 PARKING SPACES)

NUMBER OF TREES WITHIN PARKING LOT : 281

PROVIDENCE SQUARE

APN :125-19-301-001/002/003/004/005/013

LAS VEGAS, NEVADA
PREPARED FOR: GREENSTREET PROPERTIES

CONCEPTUAL LANDSCAPE PLAN

0 30 60 120 SCALE: 1"=60' NORTH

DATE: 01-28-08
JHA# 804

JOHN HANNA + ASSOCIATES
LANDSCAPE ARCHITECTURE
663 Valley Avenue, Studio 100
Solana Beach, California 92075
858/259-1667 -- FAX 858/259-5656

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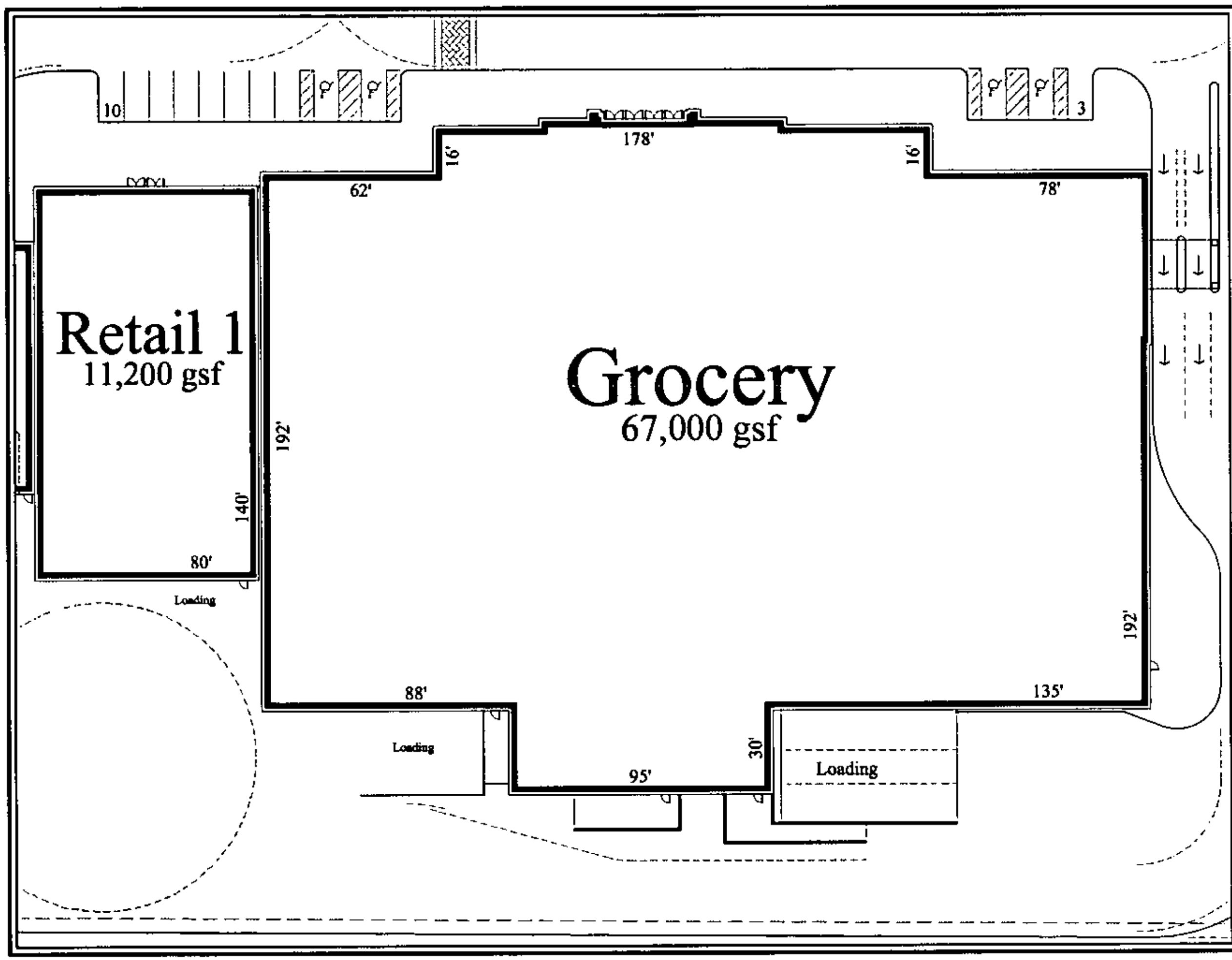
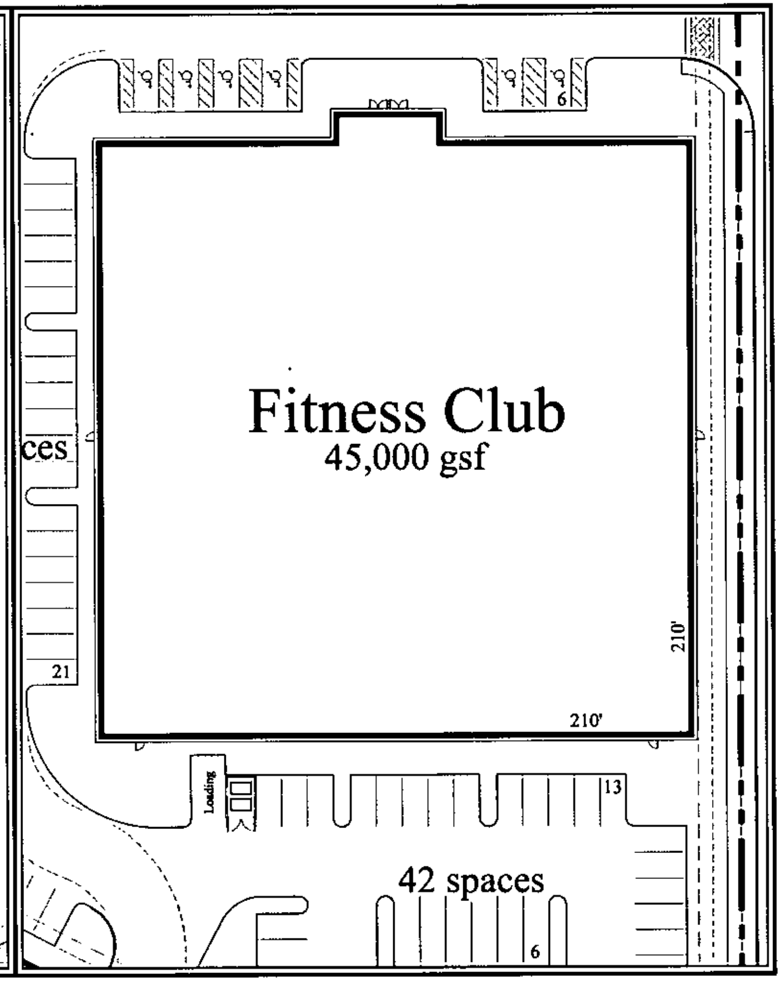


Grocery and Retail 1 Floor Plans



Fitness Club Floor Plan

Scale: 1" = 20'

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Conceptual Floor Plans

Providence Square

Las Vegas, Nevada

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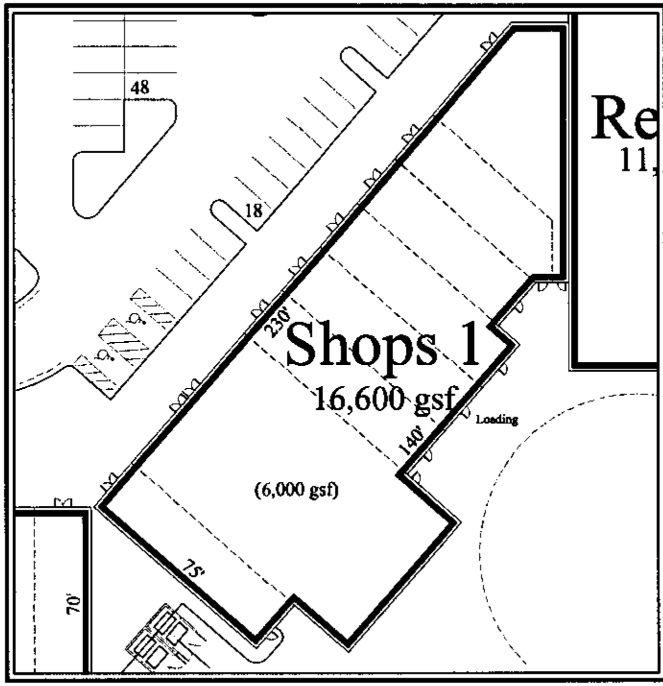
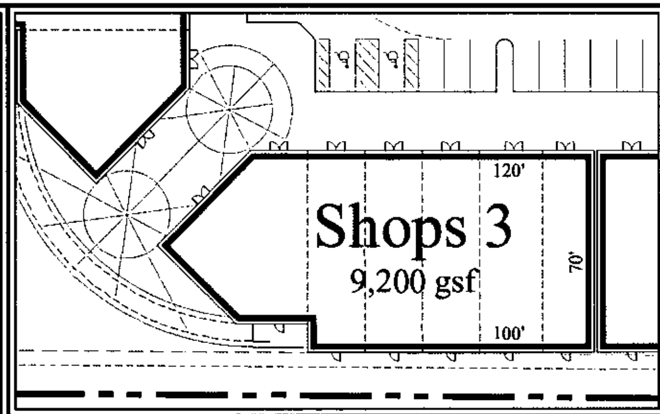
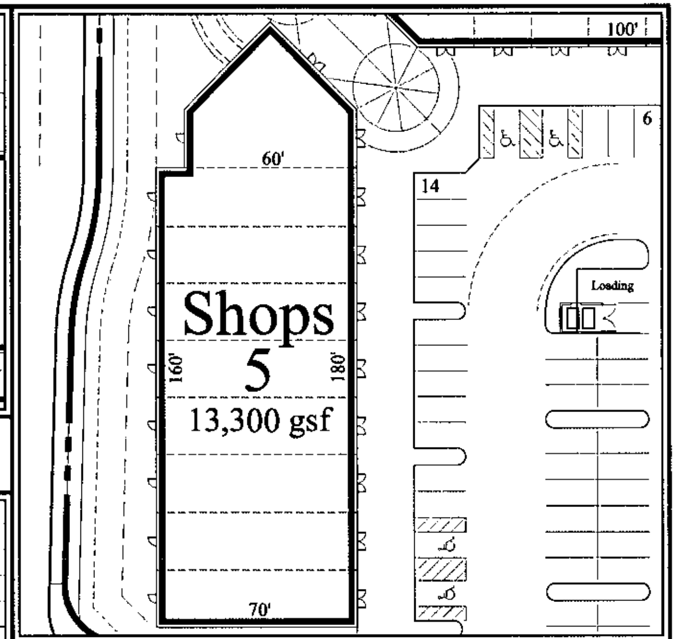


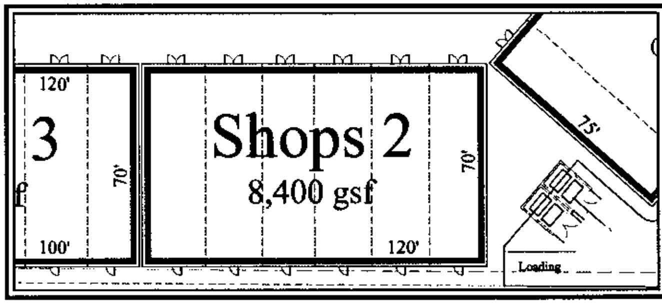
Shops 1 Floor Plan



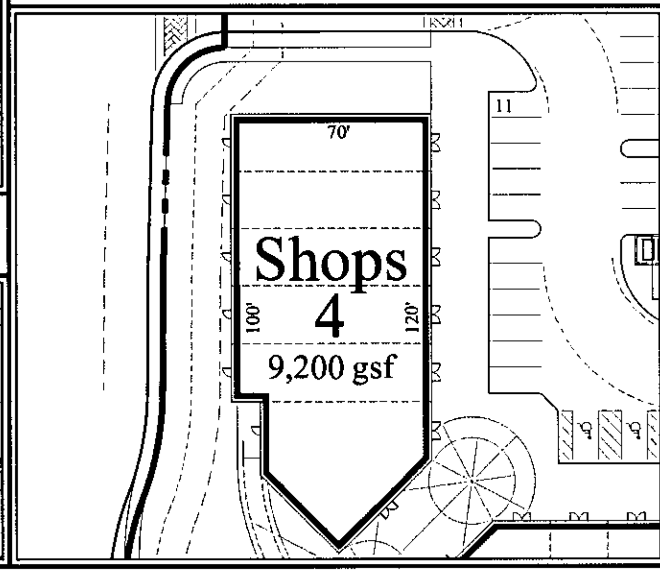
Shops 3 Floor Plan



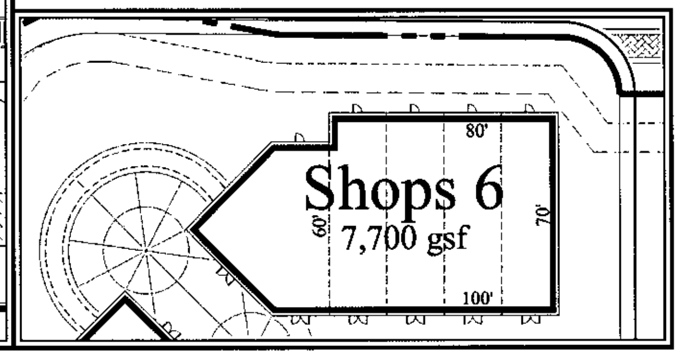
Shops 5 Floor Plan



Shops 2 Floor Plan



Shops 4 Floor Plan



Shops 6 Floor Plan

Conceptual Floor Plans

Scale: 1" = 20'

0 20 40 80

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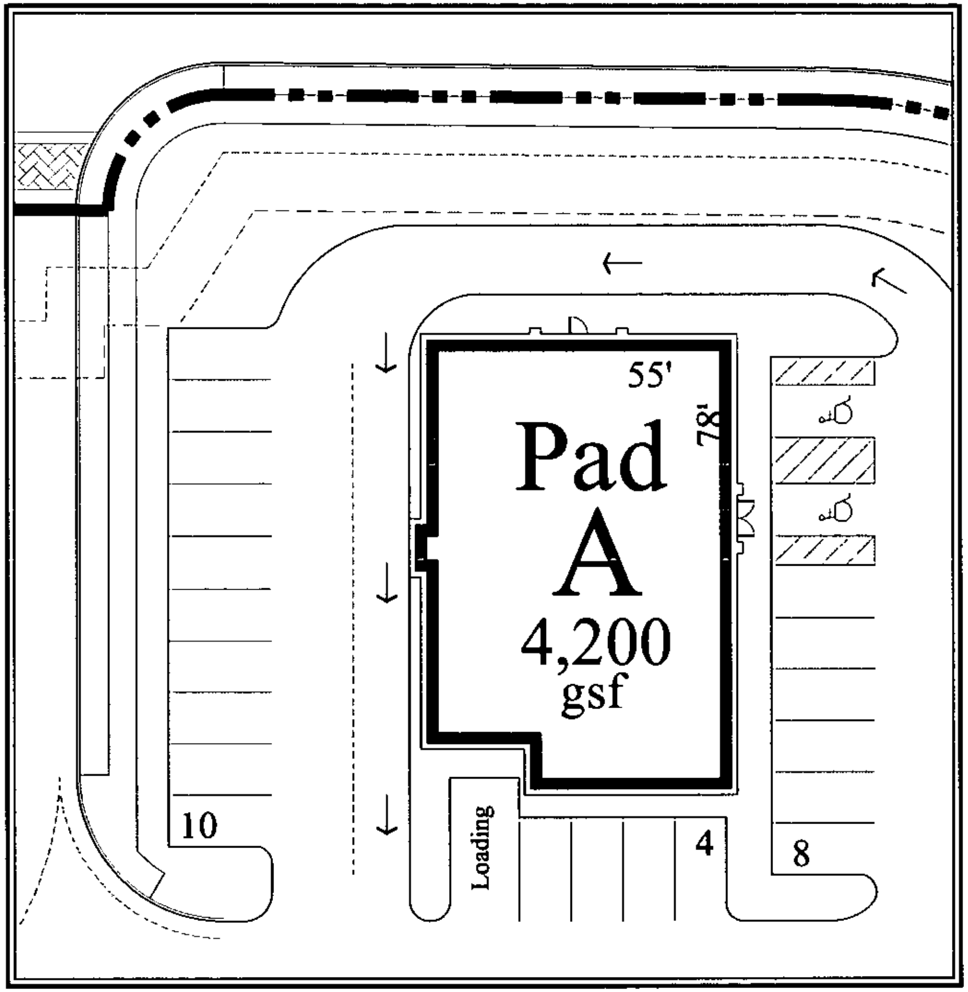
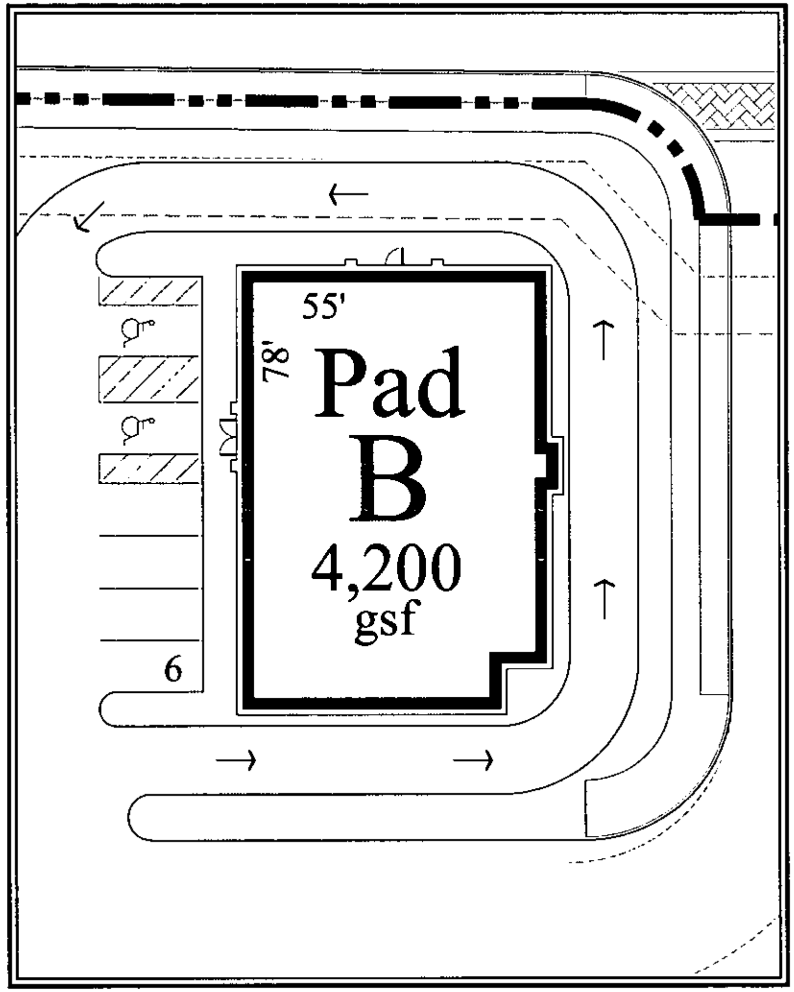


Pad A Floor Plan



Pad B Floor Plan

Scale: 1" = 10'

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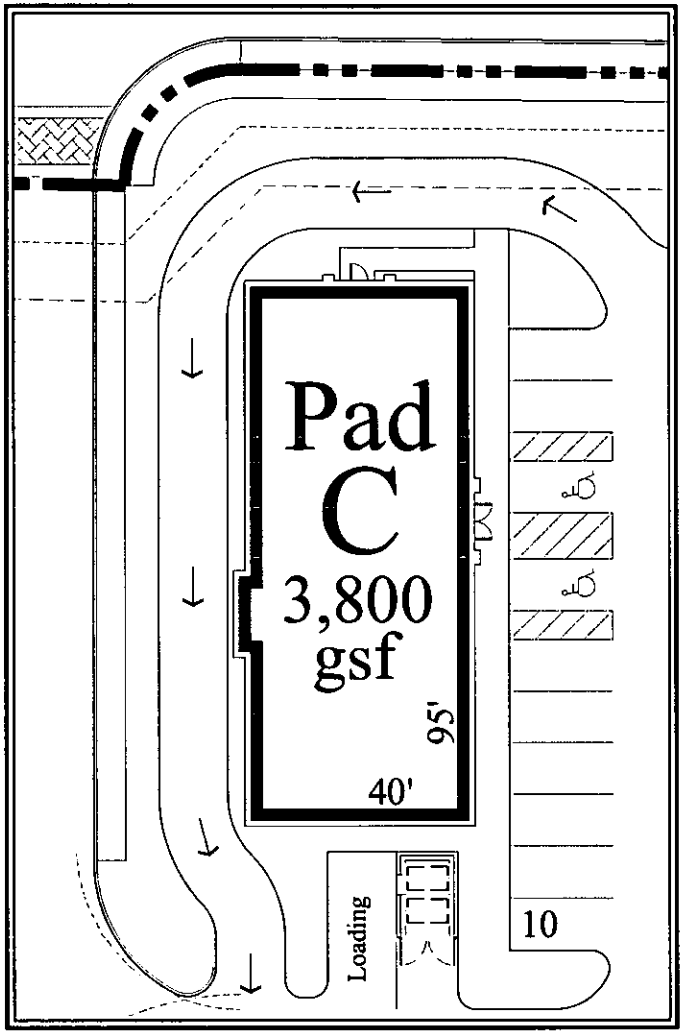
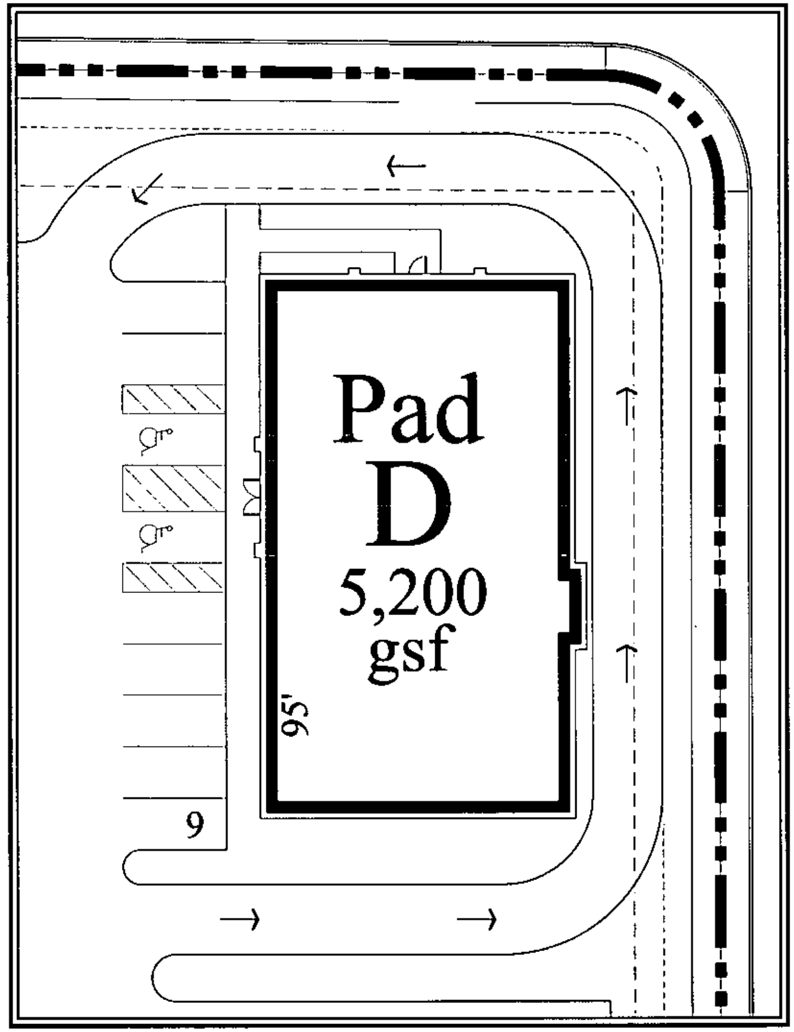


Pad A Floor Plan



Pad B Floor Plan

Scale: 1" = 10'

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Conceptual Floor Plans

Providence Square

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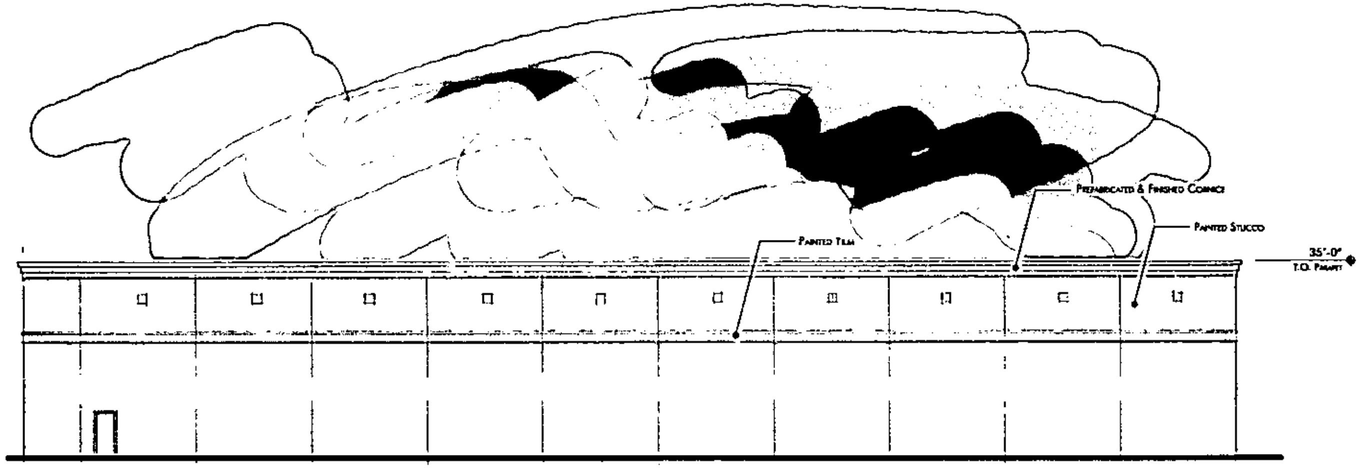
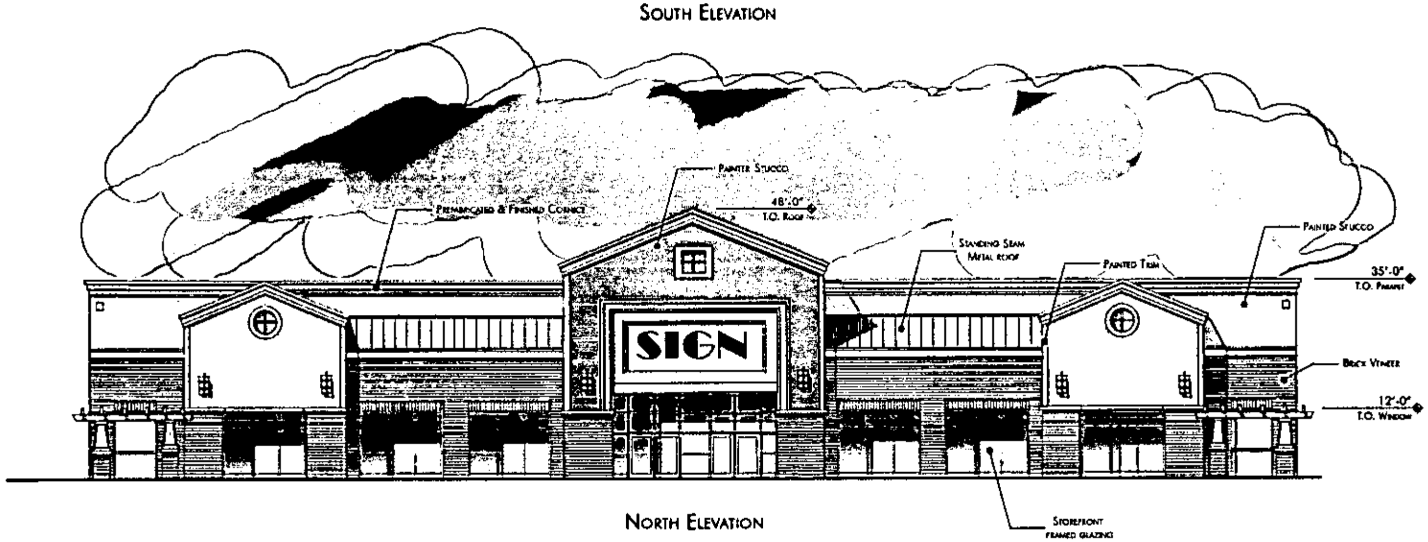


South Elevation



North Elevation

Scale: 1" = 10'
0 10 20 40

Conceptual Elevation - Fitness Club

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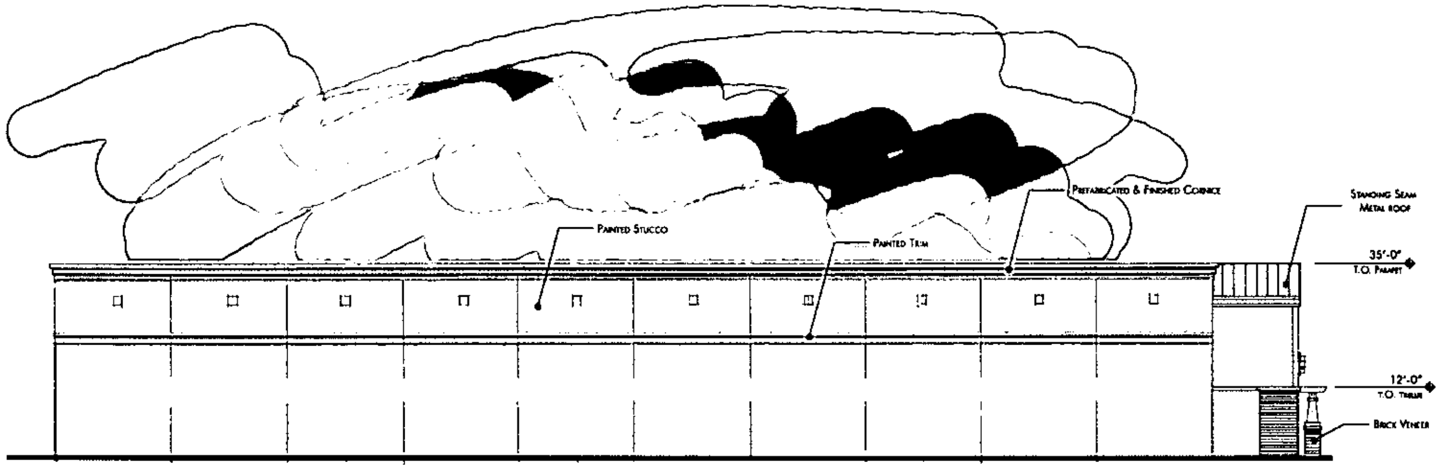
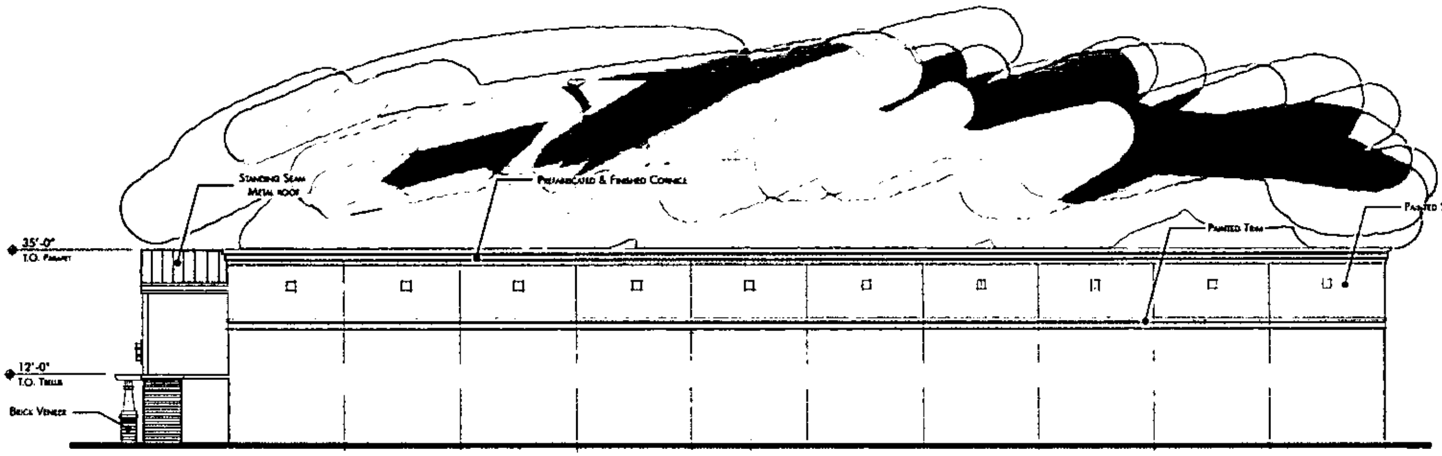


East Elevation



West Elevation

Scale: 1" = 10'

0 10 20 40

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Conceptual Elevation - Fitness Club

Providence Square

Las Vegas, Nevada

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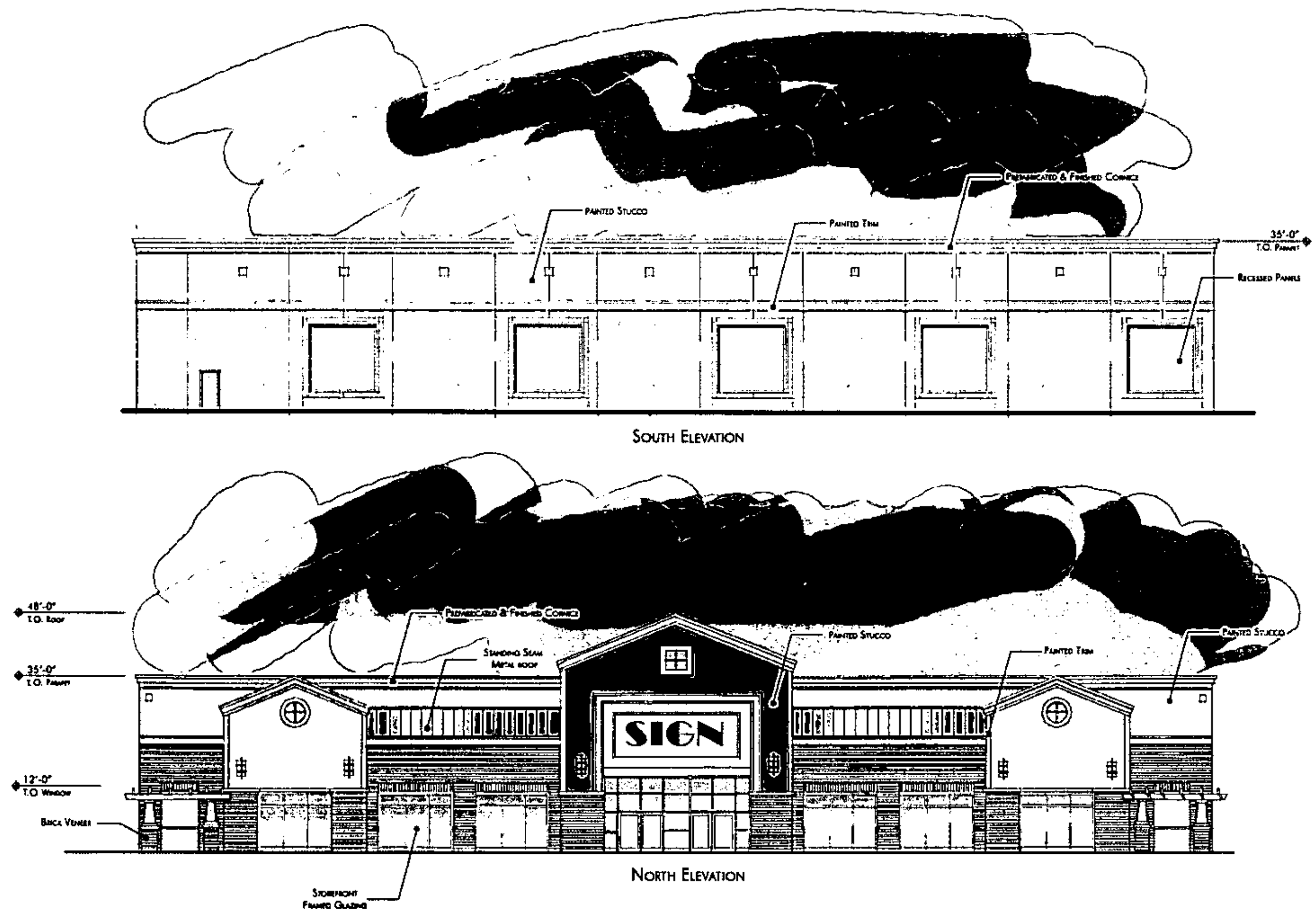

Scale: 1" = 10'
0 10 20 40

Conceptual Elevation - Fitness Club

Project No. 707047 February 13, 2008

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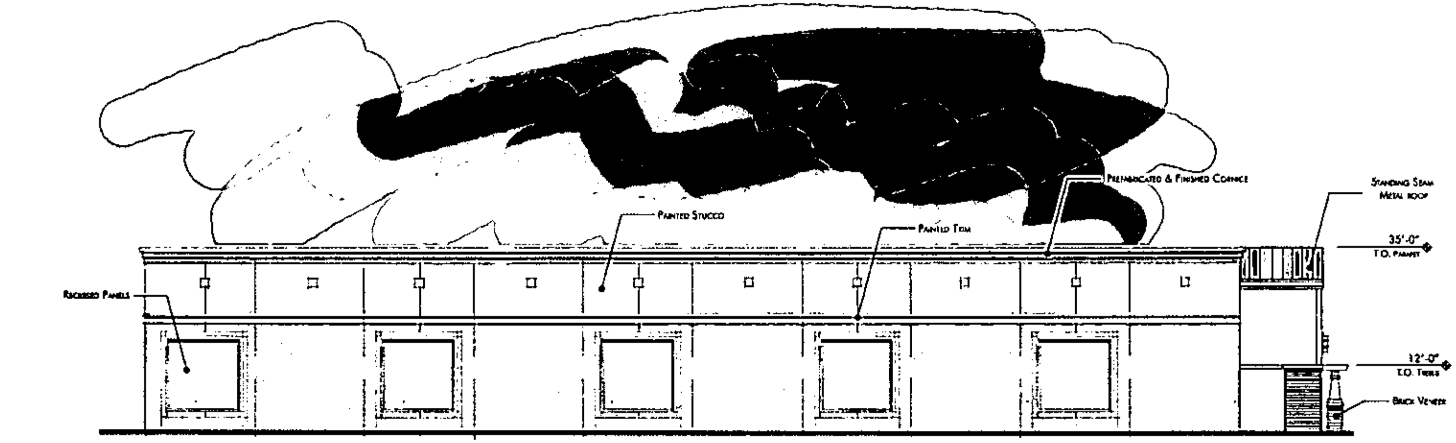
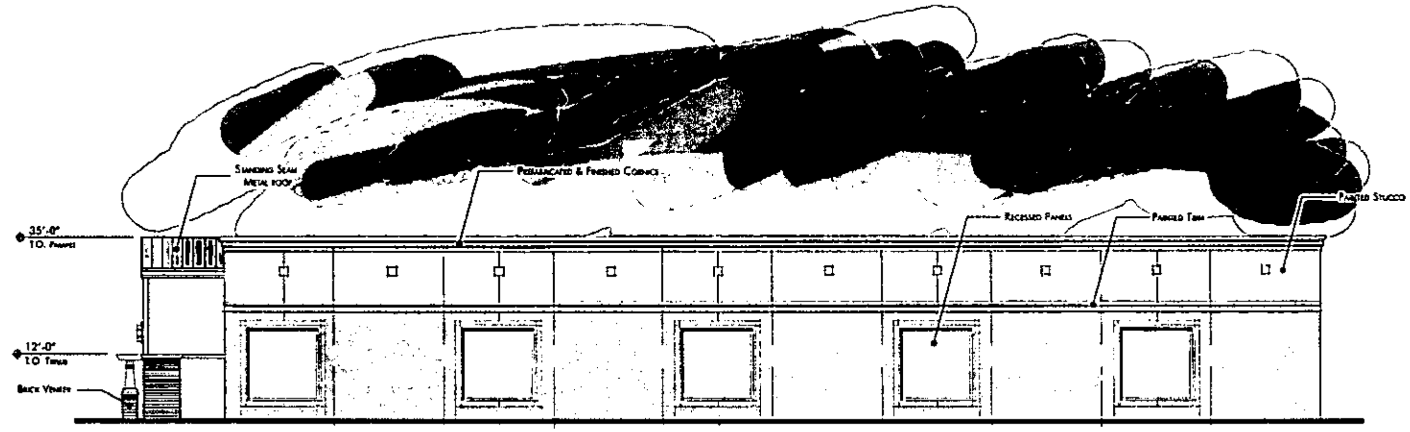


East Elevation



West Elevation

Scale: 1" = 10'
0 10 20 40

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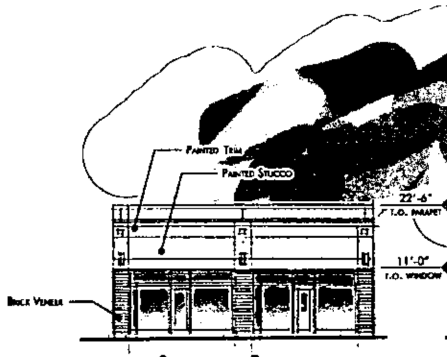
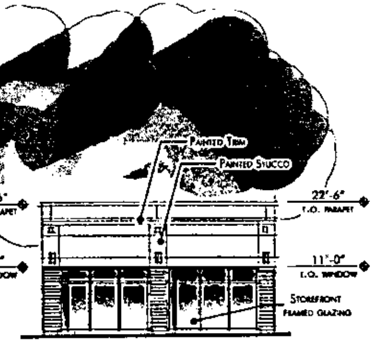
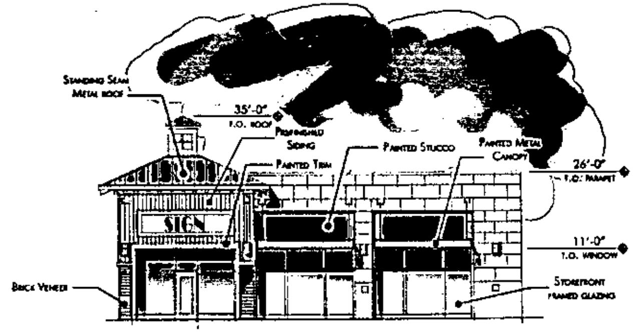


Southeast Elevation

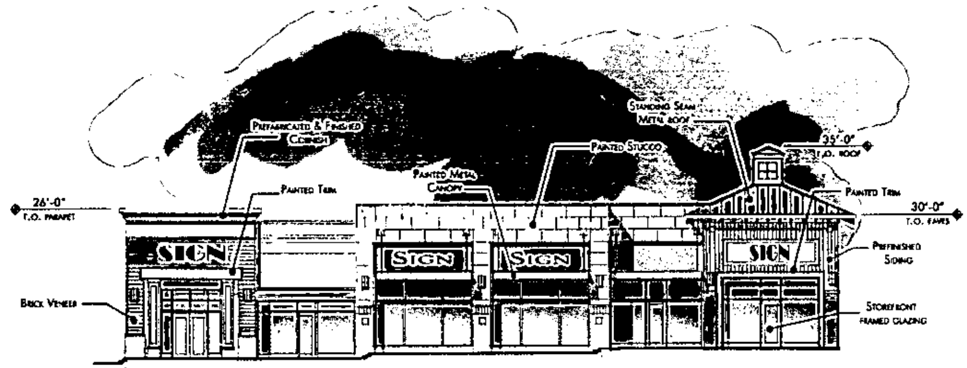


Southwest Elevation

West Elevation



North Elevation



East Elevation

Conceptual Elevation - Shops 6

Scale: 1" = 10'

0 10 20 40

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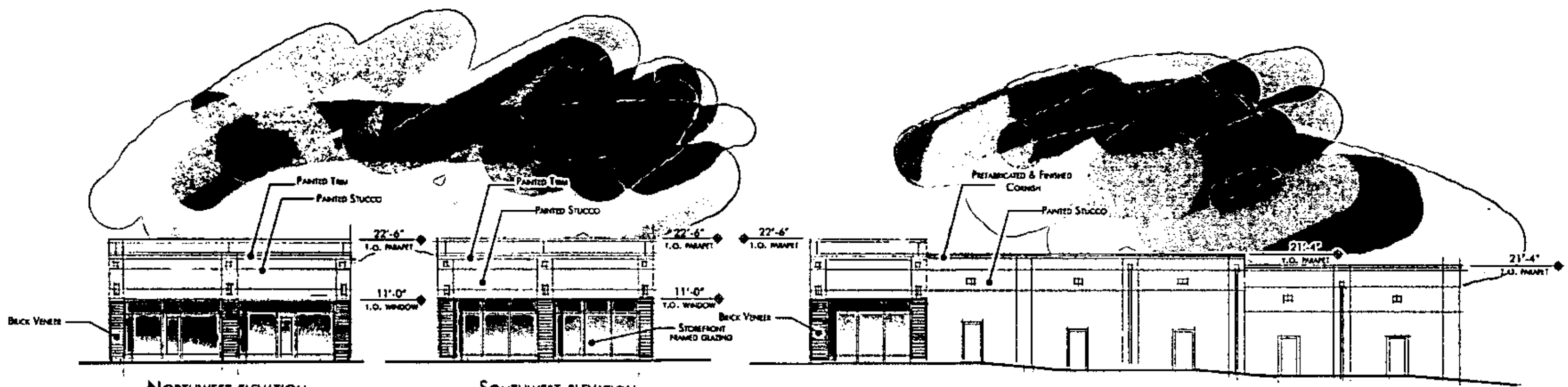
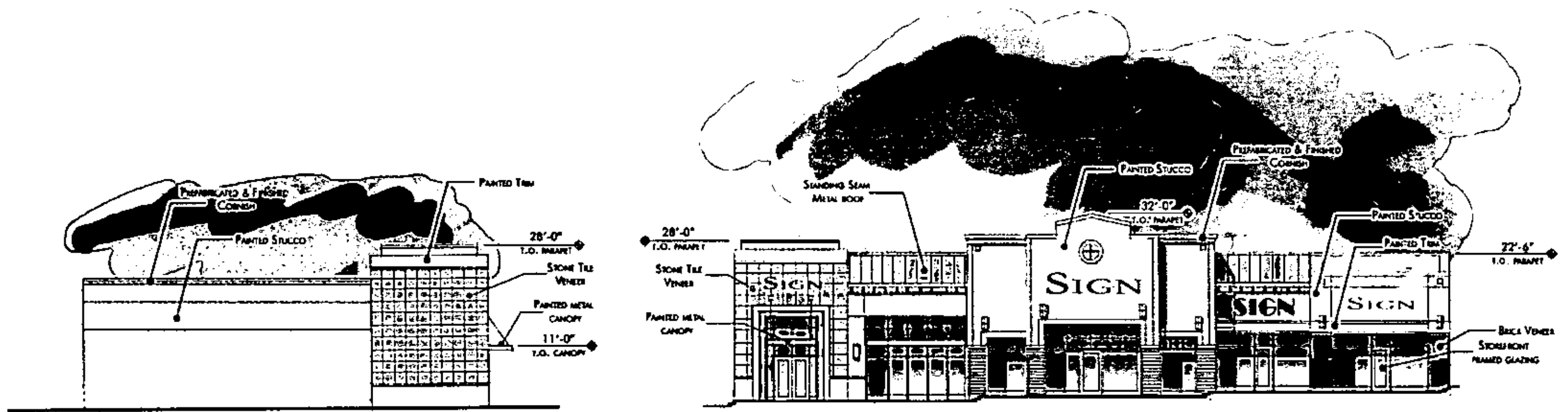


Northwest elevation

Southwest elevation

South Elevation



East Elevation

North Elevation

Conceptual Elevation - Shops 5

Scale: 1" = 10'

0 10 20 40

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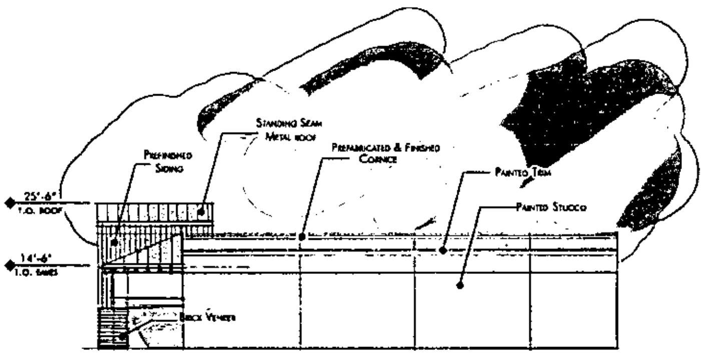
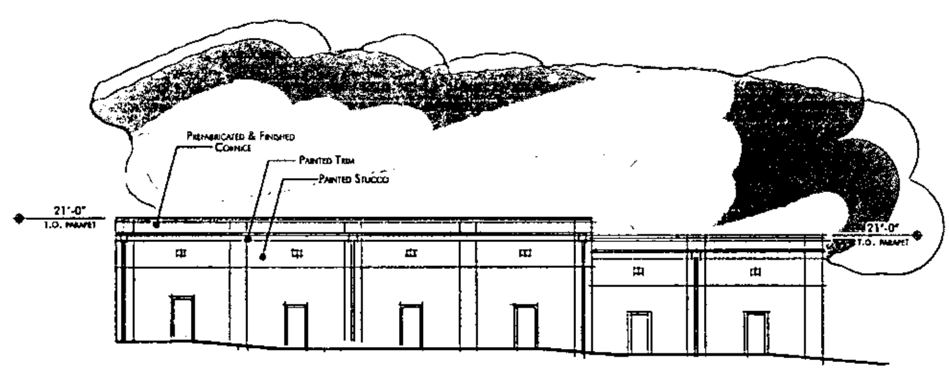
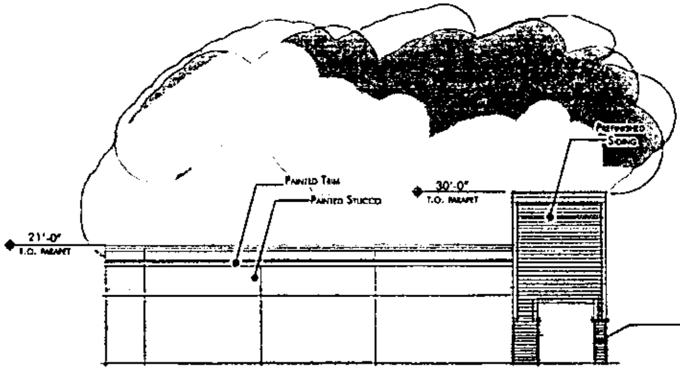


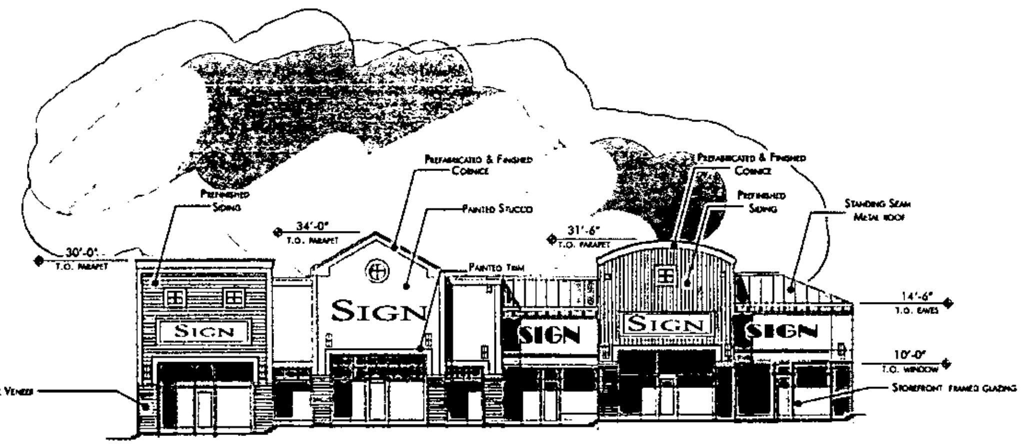
West Elevation



South Elevation



East Elevation



North Elevation

Conceptual Elevation - Shops 4

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Las Vegas, Nevada

Scale: 1" = 10'

0 10 20 40

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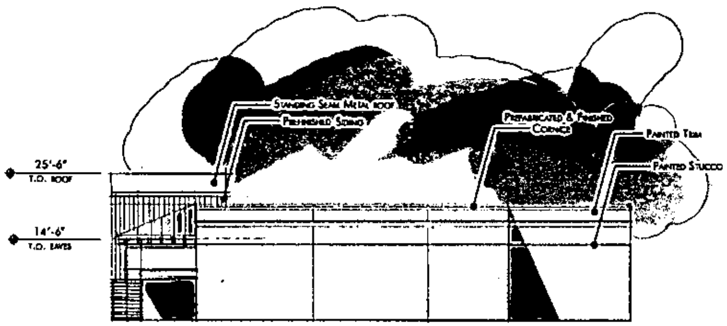
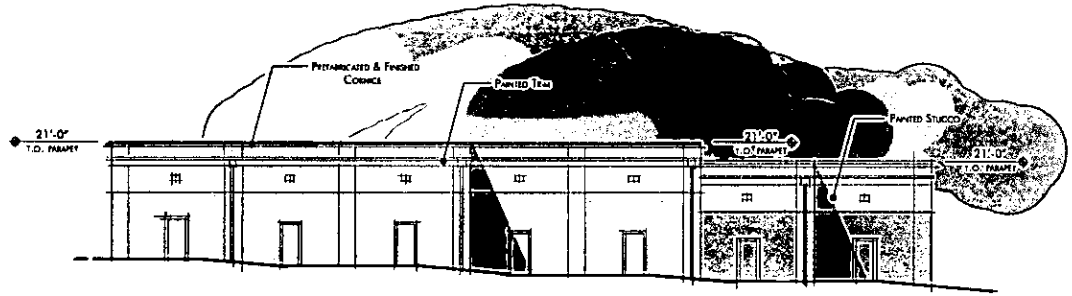
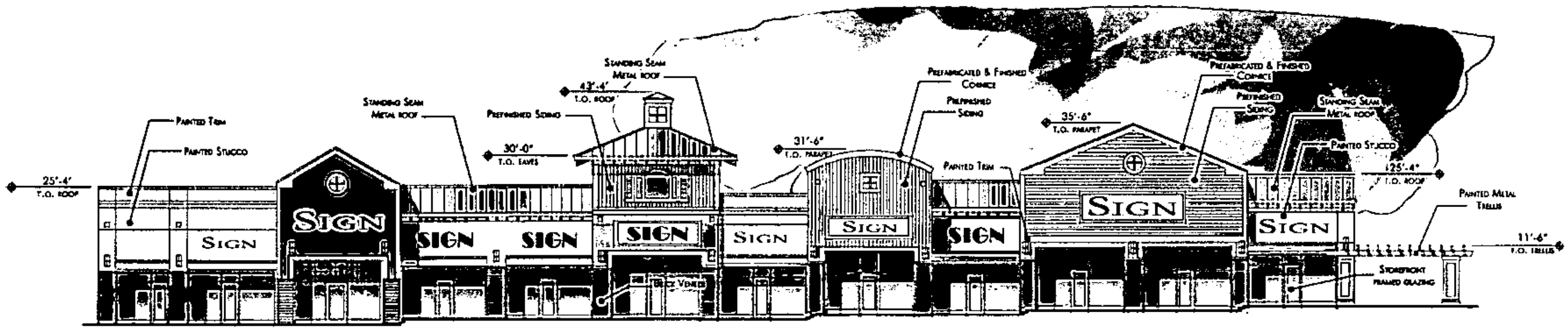


West Elevation



Southwest Elevation



Northwest Elevation

Conceptual Elevation - Shops 3

0 10 20 40

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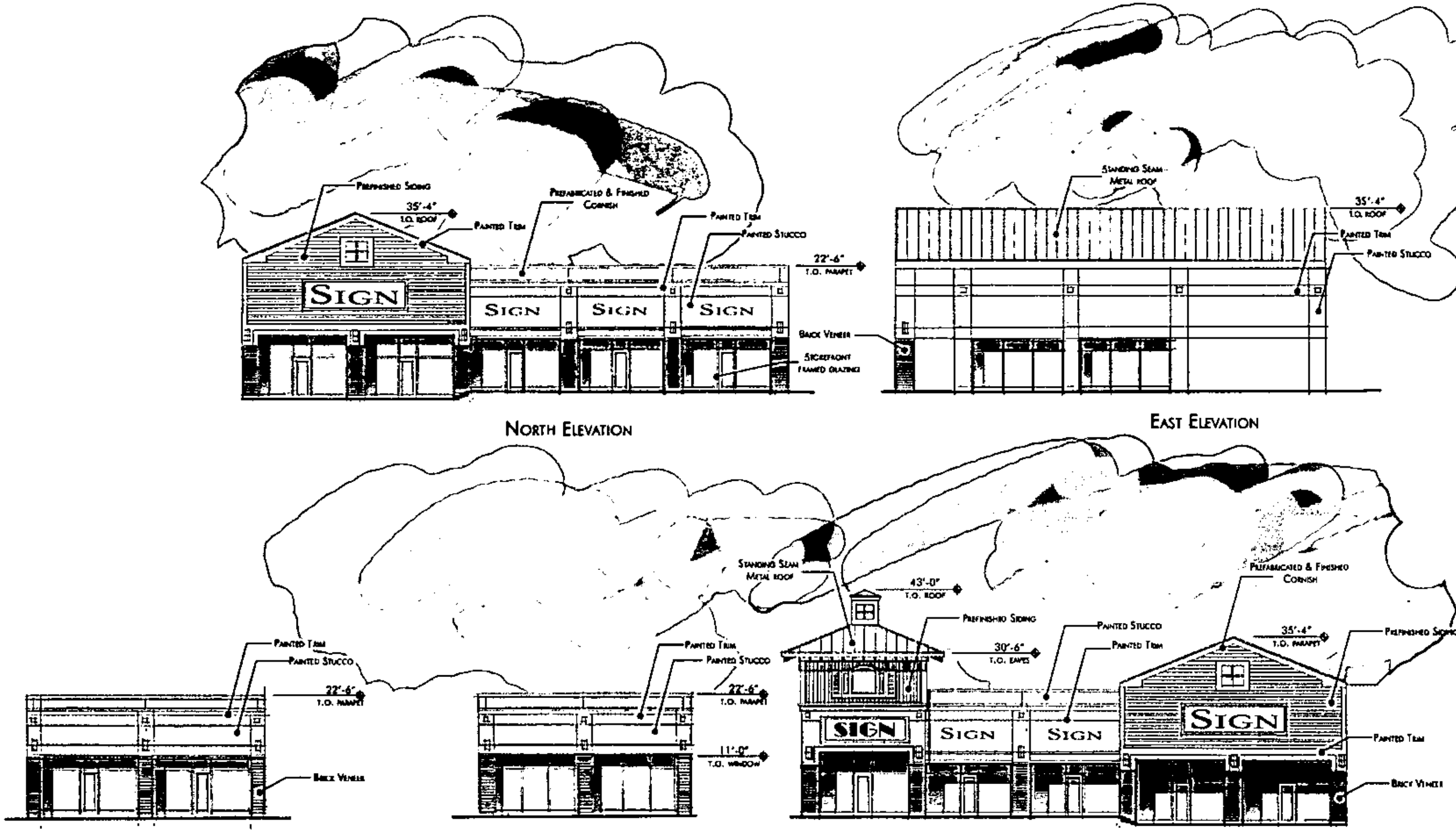

North Elevation

East Elevation

Northwest Elevation

Southwest Elevation

South Elevation

Scale: 1" = 10'

0 10 20 40

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Conceptual Elevation - Shops 2

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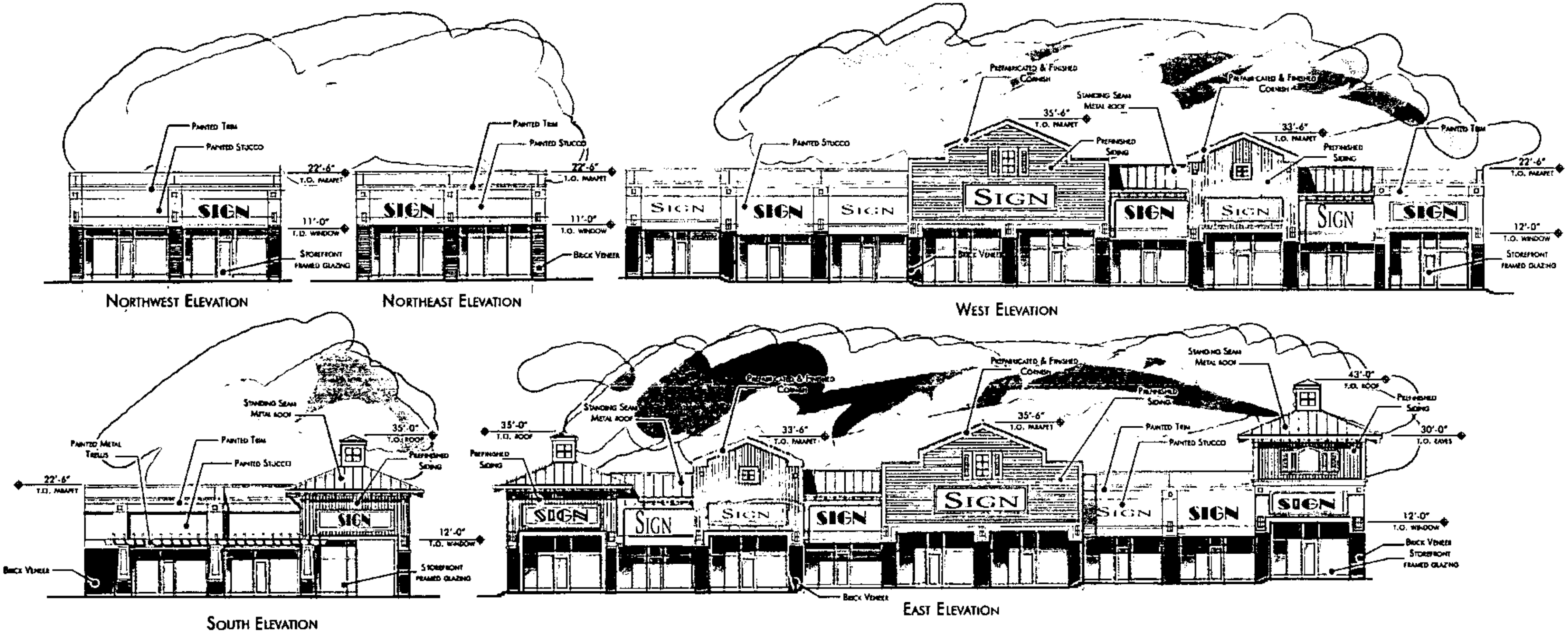

Conceptual Elevation - Shops 1

Scale: 1" = 10'

0 10 20 40

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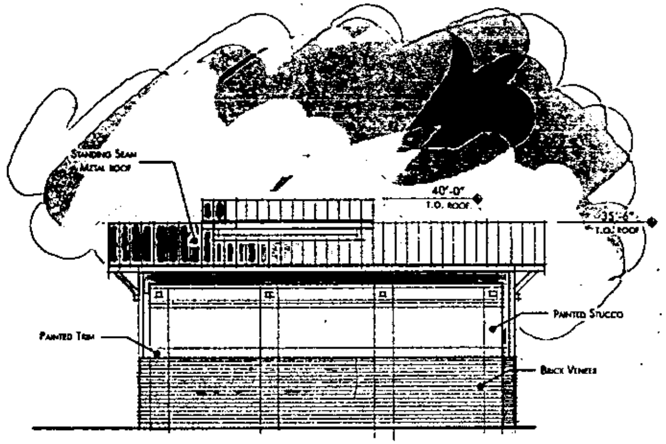
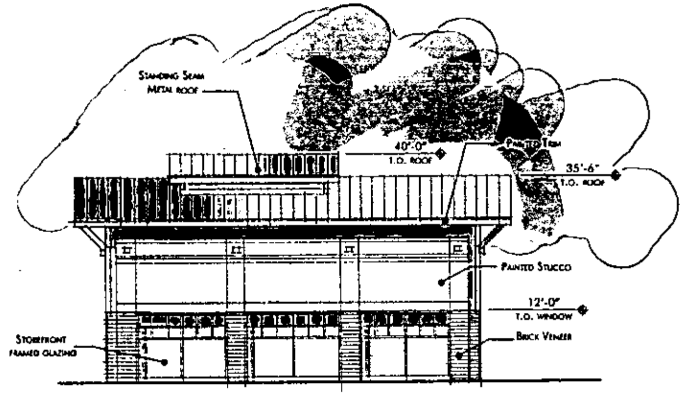
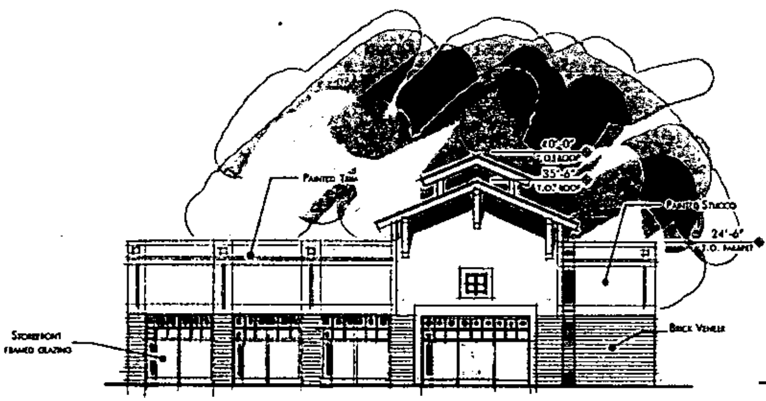


North Elevation



South Elevation



East Elevation

West Elevation

Conceptual Elevation - Pad D

Scale: 1" = 10'

0 10 20 40

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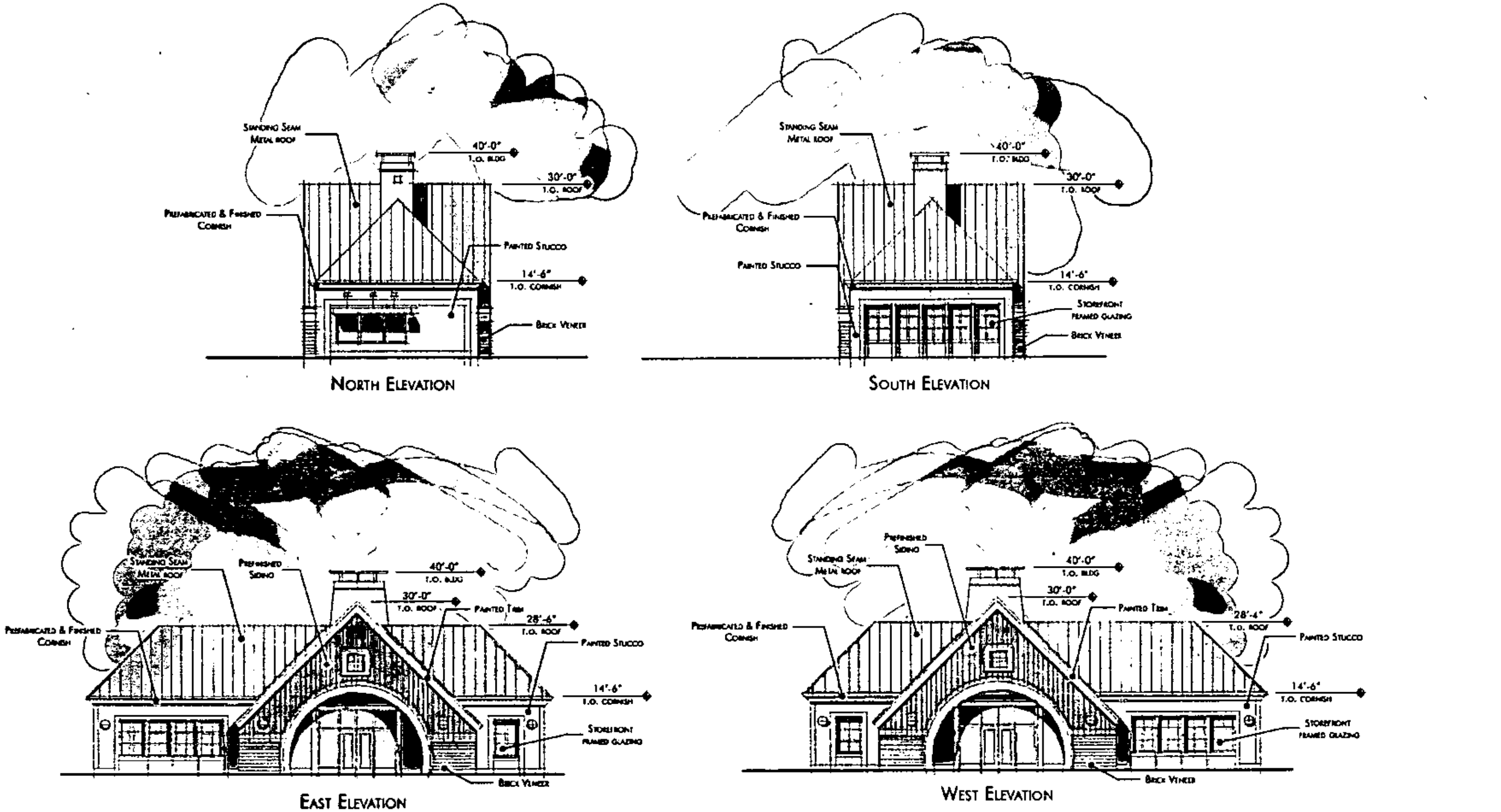

Scale: 1" = 10'

0 10 20 40

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Conceptual Elevation - Pad C

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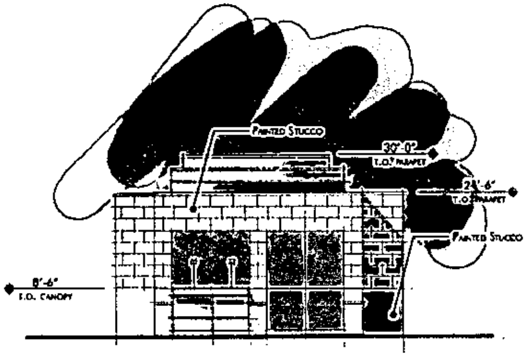
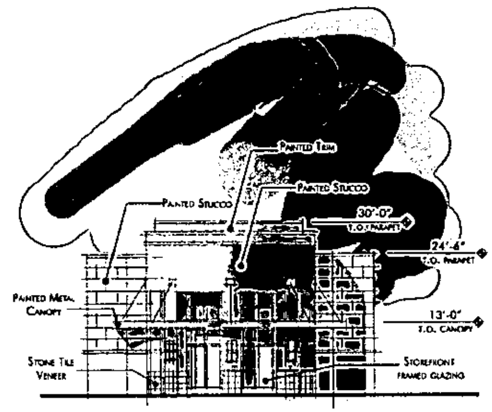
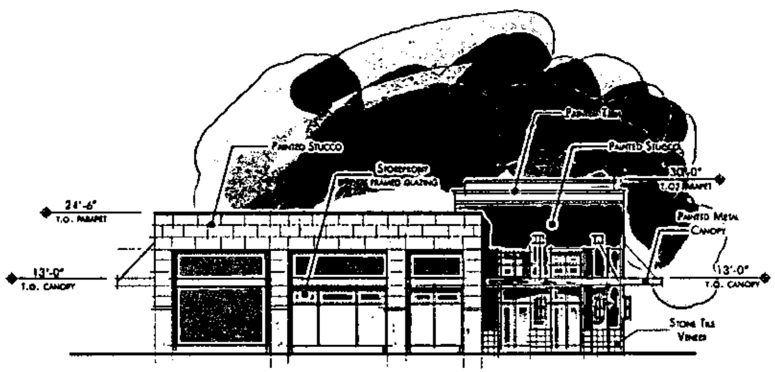


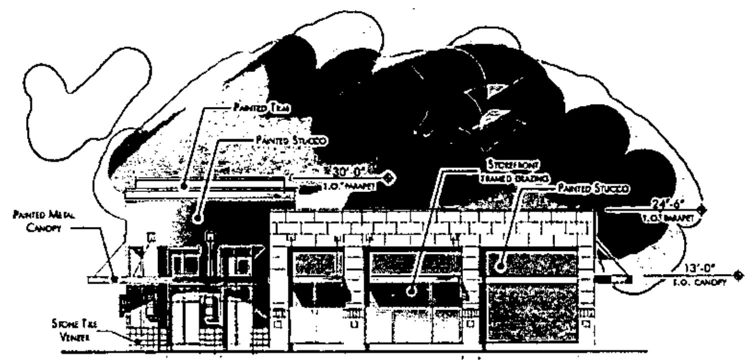
North Elevation



South Elevation



West Elevation



East Elevation

Scale: 1" = 10'

0 10 20 40

Conceptual Elevation - Pad B

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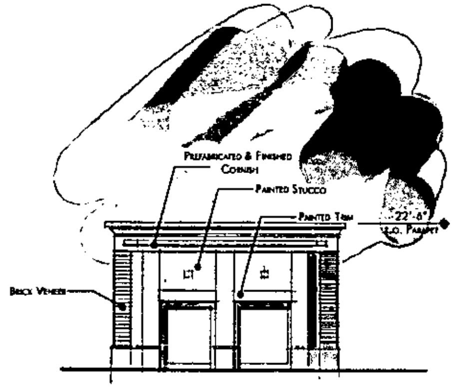
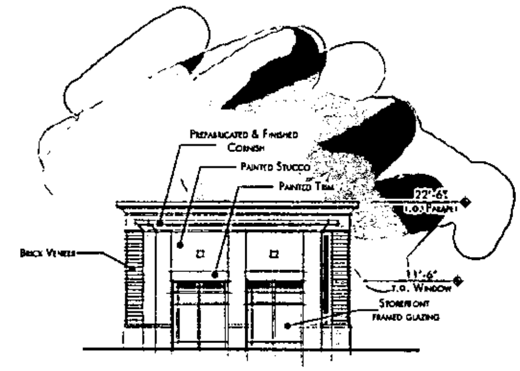
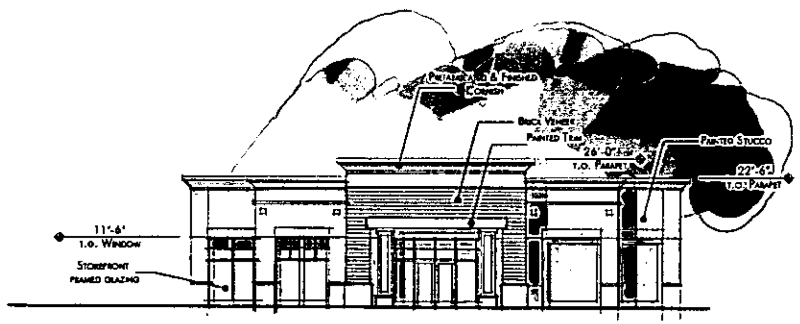


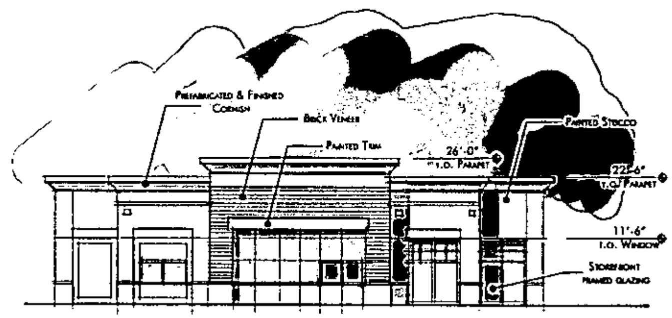
South Elevation



North Elevation



East Elevation



West Elevation

Conceptual Elevation - Pad A

Scale: 1" = 10'

0 10 20 40

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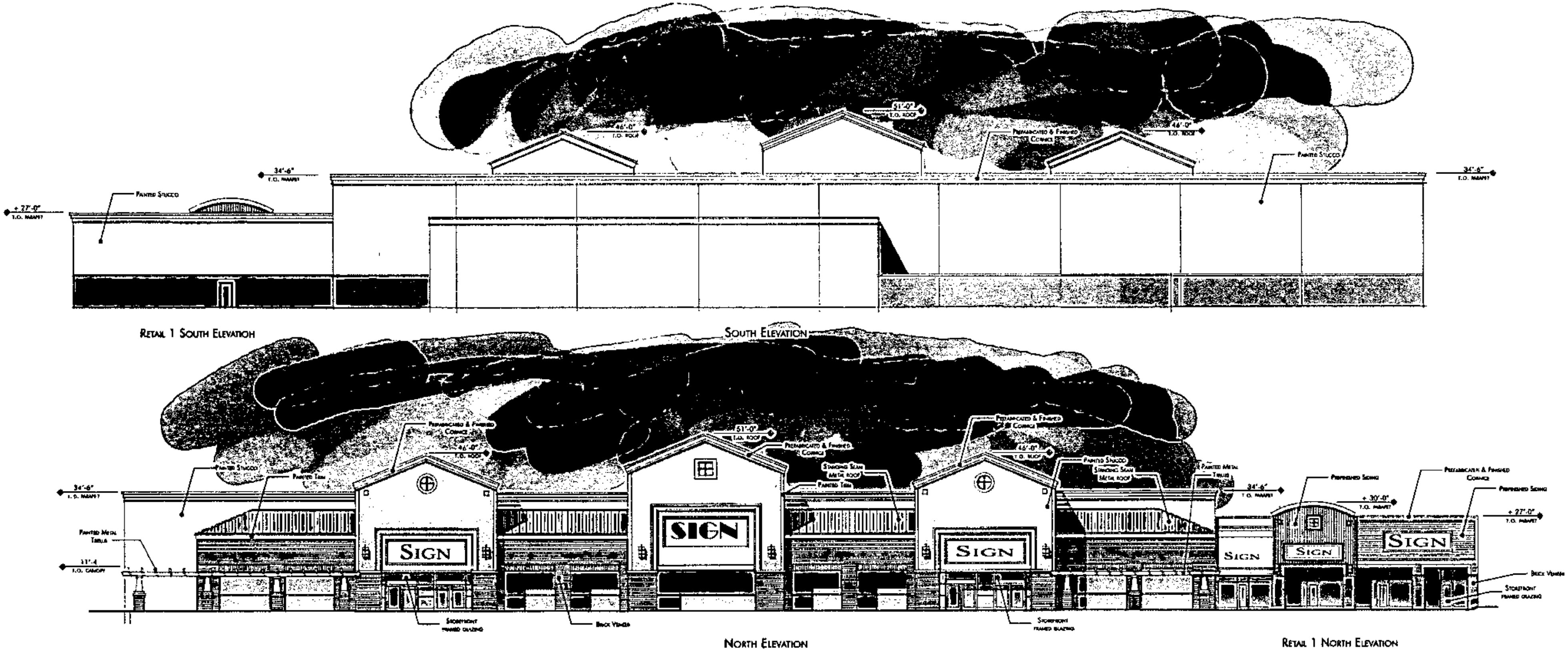

Scale: 1" = 10'

0 10 20 40

Project No. 707047 January 22, 2008

Conceptual Elevations - Grocery

Providence Square

Las Vegas, Nevada

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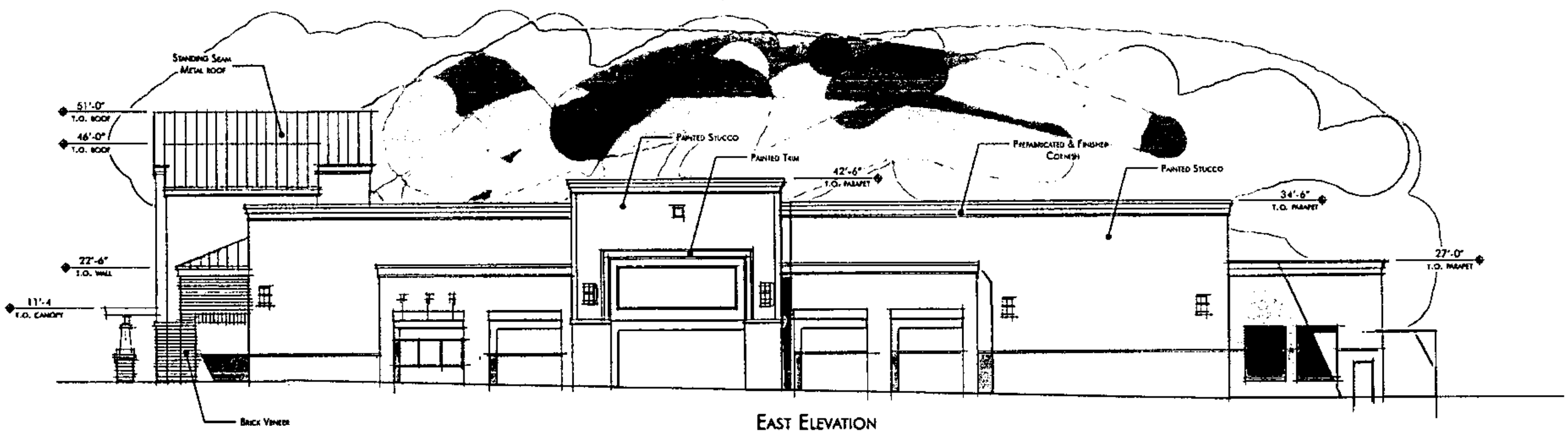
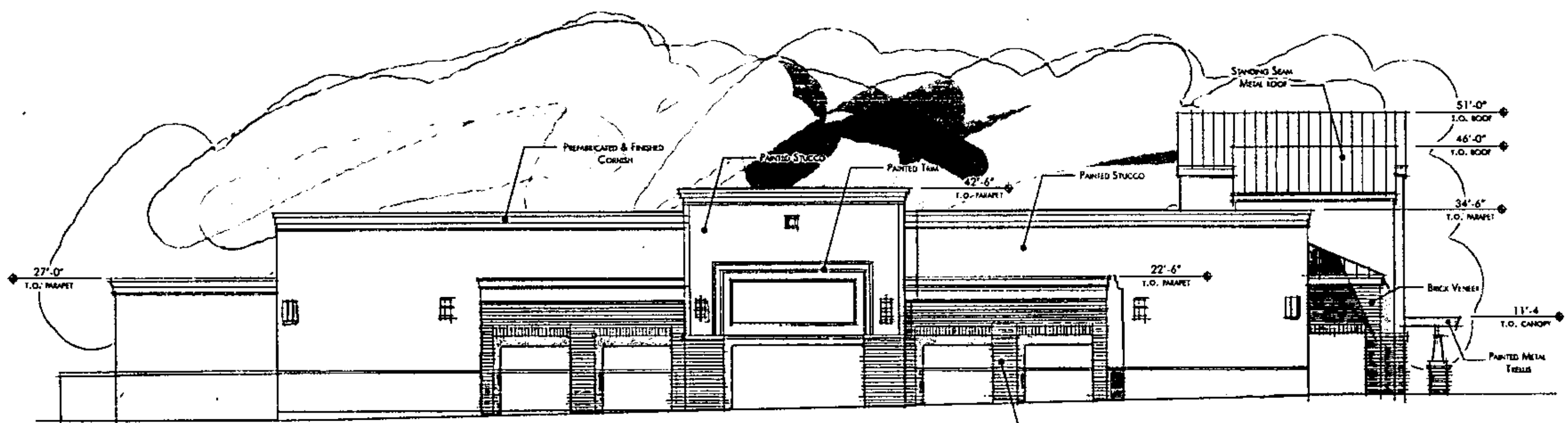
LAS VEGAS • SCOTTSDALE • NEWPORT BEACH

RECEIVED
APR 12 2010

EOT-37926



East Elevation



West Elevation

Scale: 1" = 10'

0 10 20 40

Project No. 707047 January 22, 2008

Conceptual Elevations - Grocery

Providence Square

Las Vegas, Nevada

Green Street Properties

Perlman Design Group
Architecture • Planning • Interiors
Las Vegas • Scottsdale • Newport Beach

RECEIVED APR 12 2010

EOT-37926

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

June 4, 2010

Mr. Andrew Menlove
NW Commercial 3069, LLC
1291 Galleria Drive, Suite #220
Henderson, Nevada 89014

RE: EOT-37926 – EXTENSION OF TIME
CITY COUNCIL MEETING OF JUNE 2, 2010

Dear Mr. Menlove:

The City Council at a regular meeting held June 2, 2010, APPROVED the request for an Extension of Time of a previously approved Site Development Plan Review (SDR-25760) FOR A PROPOSED 205,000 SQUARE-FOOT RETAIL DEVELOPMENT on 23.62 acres at the southeast corner of Hualapai Way and Deer Springs Way (APNs 125-19-301-001 through 005 and 013), PD (Planned Development) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on June 3, 2010. This approval is subject to:

Planning and Development

1. This Site Development Plan Review (SDR-25760) shall expire on April 16, 2012 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-25760) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Gabriela Portillo-Brenner

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Calvin Champlin
KR Land Company, LLC
3455 Cliff Shadows Parkway, Suite #220
Las Vegas, Nevada 89129

Mr. Darrin Badger
Brian Surgery, LLC
3455 Cliff Shadows Parkway, Suite #220
Las Vegas, Nevada 89129

cc: Continued on Page Two

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Mr. Jeff Nicholl
Nevada Commerce Bank
6795 Edmond Street, Suite #160
Las Vegas, Nevada 89118

Mr. Chris Dingell
Quadrant Planning
3455 Cliff Shadows Parkway, Suite #220
Las Vegas, Nevada 89129

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

May 20, 2010

Mr. Andrew Menlove
NW Commercial 3069, LLC
1291 Galleria Drive, Suite #220
Henderson, Nevada 89014

RE: EOT-37926 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW

Dear Mr. Menlove:

Please be advised the City Council at its regular meeting on ***June 2, 2010*** as referred to above, will consider your request. This meeting will be held at 1:00 P. M. at the Council Chambers of City Hall, 400 Stewart Avenue, Las Vegas, Nevada.

A copy of staff's recommendations, any conditions related to your application and the ***final agenda*** will available on-line on ***Friday, May 28, 2010*** at www.lasvegasnevada.gov. If you do not have access to the Internet and would prefer receiving hard copies of the documentation, please call the Case Planning Division at (702) 229-6301 or come into the Development Services Center at 731 South Fourth Street to request your copies.

The City Council requires that you or your representative be present at this meeting.

Sincerely,

M. Margo Wheeler, AICP
Director, Planning and Development Department

MMW:clb

cc: Mr. Calvin Champlin
KR Land Company, LLC
3455 Cliff Shadows Parkway, Suite #220
Las Vegas, Nevada 89129

Mr. Jeff Nicholl
Nevada Commerce Bank
6795 Edmond Street, Suite #160
Las Vegas, Nevada 89118

Mr. Darrin Badger
Brain Surgery, LLC
3455 Cliff Shadows Parkway, Suite #220
Las Vegas, Nevada 89129

Mr. Chris Dingell
Quadrant Planning
3455 Cliff Shadows Parkway, Suite #220
Las Vegas, Nevada 89129

Memorandum

City of Las Vegas
Department of Public Works
Development Coordination

To: Department of Planning and Development
From: Bart Anderson, Manager, Development Coordination, Department of Public Works BJA
CC: Nancy Almanzan, Right-of-Way; Wayne Dowdey, Land Development; O. C. White, Traffic Engineering; Alan Riekki, Survey (FM, PM, & A's only)
Date: April 15, 2010
Re: **EOT-37926** KR Land Company, LLC SEC Hualapai Way & Deer Springs Way
Request for an Extension of Time of an approved Site Development Plan Review (SDR-25760)

COMMENTS:

We have no objection on the request for an Extension of Time of a previously approved Site Development Plan Review for a proposed 205,000 square foot retail development located at the southeast corner of Hualapai Way and Deer Springs Way, as long as all previously imposed conditions of approval for SDR-25760 and all other subsequent site related actions are ultimately complied with.

BTA:RWB:rwb

CITY OF LAS VEGAS

DEVELOPMENT REVIEW COMMENT FORM

Planning and Development Department
Current Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 phone (702) 385-7268 fax

EOT-37926 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: KR LAND COMPANY, LLC - OWNER: NW COMMERCIAL 3069, LLC *- Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-25760) FOR A PROPOSED 205,000 SQUARE-FOOT RETAIL DEVELOPMENT on 23.62 acres at the southeast corner of Hualapai Way and Deer Springs Way (APN 125-19-301-002), PD (Planned Development) Zone, Ward 6 (Ross).*

CITY COUNCIL: ***JUNE 2, 2010***

CASE PLANNER: ***DEBBIE SULLIVAN*** ☒ ***CONSENT***

Comments Due: ***MAY 7, 2010***

Comments not returned by the due date will not be incorporated into the staff report for this case. Comments may be submitted either on this sheet and routed via interoffice mail, U.S. mail, fax, or e-mailed to ***Carman Burney (cburney@lasvegasnevada.gov)****, the Agenda Tech responsible for this case. If you desire to meet with the case planner you may schedule an appointment by calling (702) 229-6301.*

LIST COMMENTS BELOW:

City of Las Vegas
400 Stewart Ave
Las Vegas, NV 89101-2927

EOT Application

Report Date 04/13/2010 10:53 AM Submitted By

A/P # 37926 EXTENSION OF TIME

Application Information

Stages

	Date / Time	By		Date / Time	By
Processed	04/12/2010 13:52	982998	Temp COO		
Approved			COO Issued		
Final			Expires		

Associated Information

Type of Work		# Plans	0
Dept of Commerce		# Plans	0
Priority	☒ Auto Reviews	Bill Group	

Valuation

Declared Valuation	0.00
Calculated Valuation	0.00
Actual Valuation	0.00

Description of Work

EOT-37926 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: KR LAND COMPANY, LLC - OWNER: NW COMMERCIAL 3069, LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-25760) FOR A PROPOSED 205,000 SQUARE-FOOT RETAIL DEVELOPMENT on 23.62 acres at the southeast corner of Hualapai Way and Deer Springs Way (APN 125-19-301-002), PD (Planned Development) Zone, Ward 6 (Ross).

Parent A/P # 25760
Project # 37926 Project/Phase Name PROVIDENCE SQUARE Phase #
Size/Area 23.62 ACRE Size Description Subdivision Code
Proposed Start Proposed Stop % Completed 0.00
% Complete Formula

Property/Site Information

Parcel 12519301002

Location

Owner/Tenant

Contact ID AC495631 Name BRAIN SURGERY L L C
Mailing Address 3455 CLIFF SHADOWS PKWY #220 Organization
City LAS VEGAS State/Province NV
ZIP/PC 89129 Country ☐ Foreign
Day Phone Evening Phone
Fax Mobile #

Contact ID AC1657882 Name N W COMMERCIAL 3069 L L C
Mailing Address 1291 W GALLERIA DR #220 Organization % B CHOUDHURY
City HENDERSON State/Province NV
ZIP/PC 89014-8634 Country ☐ Foreign
Day Phone Evening Phone
Fax Mobile #

Contact ID AC953493 Name NEVADA COMMERCE BANK
Mailing Address 6795 EDMOND ST Organization
City LAS VEGAS State/Province NV
ZIP/PC 89118 Country ☐ Foreign
Day Phone Evening Phone
Fax Mobile #

Contact ID AC1657883 Name S W COMMERCIAL 3068 L L C
Mailing Address 1291 W GALLERIA DR #220 Organization % B CHOUDHURY
City HENDERSON State/Province NV
ZIP/PC 89014-8634 Country ☐ Foreign
Oay Phone Evening Phone
Fax Mobile #

A/P Linked Addresses

No Addresses are linked to this Application

Linked Addresses

No Addresses are linked to this Application

A/P Addresses

No Other Addresses are associated to this Application

Linked Parcels

No Parcels are linked to this Application

A/P Linked Parcels

12519301002

Applicants/Contacts

Primary N | Capacity OWNER | Contact ID AC1657883 ☐ Foreign
Effective | Expire
Name S W COMMERCIAL 3068 L L C
Day Phone | Eve Phone | Organization % B CHOUDHURY
Pager | PIN # | Position
Fax | Mobile | Profession
E-Mail
Address 1291 W GALLERIA DR #220
HENDERSON, NV 89014-8634
Seasonal Addr

Valid From | To
Comments No Comments

Primary N | Capacity OWNER | Contact ID AC953493 ☐ Foreign
Effective | Expire
Name NEVADA COMMERCE BANK
Day Phone | Eve Phone | Organization
Pager | PIN # | Position
Fax | Mobile | Profession
E-Mail
Address 6795 EDMOND ST
#160
LAS VEGAS, NV 89118
Seasonal Addr

Valid From | To
Comments No Comments

Primary N | Capacity OWNER | Contact ID AC495631 ☐ Foreign
Effective | Expire
Name BRAIN SURGERY L L C
Day Phone | Eve Phone | Organization
Pager | PIN # | Position
Fax | Mobile | Profession
E-Mail
Address 3455 CLIFF SHADOWS PKWY #220
LAS VEGAS, NV 89129
Seasonal Addr

Valid From | To
Comments No Comments

Applicants/Contacts

Primary	N	Capacity	OTHER	Contact ID	AC866561 ☐ Foreign
Effective		Expire			
Name	QUADRANT PLANNING				
Day Phone	(702)242-4949 x	Eve Phone		Organization	
Pager		PIN #		Position	
Fax	(702)242-0414	Mobile		Profession	
E-Mail					
Address	3455 CLIFF SHADDWS PKWY SUITE 220 LAS VEGAS, NV 89129				
Seasonal Addr					
Valid From		To			
Comments	No Comments				

Primary	N	Capacity	APPL	Contact ID	AC483853 ☐ Foreign
Effective		Expire			
Name	K R LAND COMPANY L L C				
Day Phone		Eve Phone		Organization	
Pager		PIN #		Position	
Fax		Mobile		Profession	
E-Mail					
Address	3455 CLIFF SHADOWS PKWY #220 LAS VEGAS, NV 89129				
Seasonal Addr					
Valid From		To			
Comments	No Comments				

Primary	Y	Capacity	OWNER	Contact ID	AC1657882 ☐ Foreign
Effective		Expire			
Name	N W COMMERCIAL 3069 L L C				
Day Phone		Eve Phone		Organization	% B CHOUDHURY
Pager		PIN #		Position	
Fax		Mobile		Profession	
E-Mail					
Address	1291 W GALLERIA DR #220 HENDERSON, NV 89014-8634				
Seasonal Addr					
Valid From		To			
Comments	No Comments				

Contractors

No Contractors

Project #	A/P Type	Status	Stage	Relation

No children exist for this project

Planning Condition	Description	Effective	Expire	Comments

There is no planning condition for this project.

EXTENSION OF TIME

Y Will this go to the City Council?

Y Will this go DIRECTLY to City Council?

Final City Council letter received

Annotated minutes received

Parent Application Type SDR

Parent Project # 25760

Hearing Type

Public, Non-Public or Admin? NON-PUBLIC

Staff Recommendation

Meeting Information

Meeting Grid Meeting Date / Comments / Added By	Meeting Type / Add Date	Meeting Status / Modified by	Modified Date	YES Votes	NO Votes	ABSTENTIONS
06/02/2010	CC	SCHEDULED		0	0	0
JMARSHALL	04/12/2010					

Template Type	A/P #	A/P Type	Status	Stage
No children exist for this project				

Employee Employee ID	Last	First	MI	Comments
984478	SULLIVAN	DEBORAH	J	Planning x6895

Log Action / Comments	Description	Entered By	Start	Stop	Hours
PAYMNT	CO NAME WHO PICKED UP CONTACT#	983657	04/12/2010 14:09		0.00
Brain Surgery LLC ck 34& 32 / Chris / 242-4949					

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) Hualapai/215

Project Name Providence Square **Proposed Use**

Assessor's Parcel #(s) 125-19-301-004 and 005 **Ward #** 6

General Plan: existing PCD proposed **Zoning:** existing PD proposed

Commercial Square Footage **Floor Area Ratio**

Gross Acres **Lots/Units** **Density**

Additional Information ~~VAC-25750~~ SDR-~~25~~25760

PROPERTY OWNER S W Commercial 3068, LLC **Contact** Andrew Menlove

Address 1291 GALLERIA DR, #220 **Phone:** 739-9090 **Fax:** 739-7735

City HENDERSON **State** NV **Zip** 89014

E-mail Address

APPLICANT K R Land Company, LLC **Contact** Calvin Champlin

Address 3455 Cliff Shadows Pkwy #220 **Phone:** (702) 242-4949 **Fax:** (702) 242-0414

City Las Vegas **State** NV **Zip** 89129

E-mail Address

REPRESENTATIVE Quadrant Planning **Contact** Chris Dingell

Address 3455 Cliff Shadows Pkwy #220 **Phone:** (702) 242-4949 **Fax:** (702) 242-0414

City Las Vegas **State** NV **Zip** 89129

E-mail Address

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ANDREW MENLOVE

Subscribed and sworn before me

This 15 day of March, 20 10.

Morgan Rake

Notary Public in and for said County and State

MORGAN RAKE
Notary Public, State of Nevada
Appointment No. 06-108660-1
My Appt. Expires Aug 3, 2010

FOR DEPARTMENT USE ONLY

Case #	EOT-37926
Meeting Date:	6/2/10
Total Fee:	$300.00
Date Received:*	4/12/10
Received By:	[signature]

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

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PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) Hualapai/215

Project Name Providence Square **Proposed Use** ______

Assessor's Parcel #(s) 125-19-301-003 **Ward #** 6

General Plan: existing PCD proposed ______ **Zoning:** existing PD proposed ______

Commercial Square Footage ______ **Floor Area Ratio** ______

Gross Acres ______ **Lots/Units** ______ **Density** ______

Additional Information SDR-25760

PROPERTY OWNER Nevada Commerce Bank **Contact** JEFF NICHOLL

Address 6795 EDMOND ST, STE 160 **Phone:** 257-7777 **Fax:** 507-2976

City LAS VEGAS **State** NV **Zip** 89118

E-mail Address JEFF.NICHOLL@NCBNV.COM

APPLICANT K R Land Company, LLC **Contact** Calvin Champlin

Address 3455 Cliff Shadows Pkwy #220 **Phone:** (702) 242-4949 **Fax:** (702) 242-0414

City Las Vegas **State** NV **Zip** 89129

E-mail Address ______

REPRESENTATIVE Quadrant Planning **Contact** Chris Dingell

Address 3455 Cliff Shadows Pkwy **Phone:** (702) 424-4949 **Fax:** (702) 242-0414

City Las Vegas **State** NV **Zip** 89129

E-mail Address ______

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name JEFF NICHOLL

Subscribed and sworn before me

This 8th day of APRIL, 20 10.

Cora J. Friedl

Notary Public in and for said County and State

CORA J. FRIEDL
Notary Public State of Nevada
No. 07-3147-1
My appt. exp. May 15, 2011

FOR DEPARTMENT USE ONLY

Case #	EOT-37926
Meeting Date:	6/2/10
Total Fee:	$300
Date Received:*	4/12/10
Received By:	[initials]

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Revised 10/27/08

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PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) Hualapai/215

Project Name Providence Square Proposed Use

Assessor's Parcel #(s) 125-19-301-~~019~~ 013 08 Ward # 6

General Plan: existing PCD proposed Zoning: existing PD proposed

Commercial Square Footage Floor Area Ratio

Gross Acres Lots/Units Density

Additional Information SDR-25760

PROPERTY OWNER Brain Surgery, LLC	Contact Darrin Badger
Address 3455 Cliff Shadows Pkwy #220	Phone: (702) 242-4949 Fax: (702) 242-0414
City Las Vegas	State NV Zip 89129
E-mail Address	

APPLICANT KR Land Company, LLC	Contact Calvin Champlin
Address 3455 Cliff Shadows Pkwy #220	Phone: (702) 242-4949 Fax: (702) 242-0414
City Las Vegas	State NV Zip 89129
E-mail Address	

REPRESENTATIVE Quadrant Planning	Contact Chris Dingell
Address 3455 Cliff Shadows Pkwy #220	Phone: (702) 242-4949 Fax: (702) 242-0414
City Las Vegas	State NV Zip 89129
E-mail Address	

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name John A. Ritter

Subscribed and sworn before me

This 24 day of March, 20 10.

Kelly Hermanson

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KELLY HERMANSON
Appt. No. 03-79991-1
My Appt. Expires Feb. 5, 2011

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	EOT-37926
Meeting Date:	6/2/10
Total Fee:	$300
Date Received:*	4/12/10
Received By:	[signature]

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

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PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) Hualapai/215

Project Name Providence Square **Proposed Use**

Assessor's Parcel #(s) 125-19-301-001 **Ward #** 6

General Plan: existing PCD proposed **Zoning:** existing PD proposed

Commercial Square Footage **Floor Area Ratio**

Gross Acres **Lots/Units** **Density**

Additional Information SDR-25760

PROPERTY OWNER K R Land Company, LLC **Contact** Darrin Badger
Address 3455 Cliff Shadows Pkwy #220 **Phone:** (702) 242-4949 **Fax:** (702) 242-0414
City Las Vegas **State** NV **Zip** 89129
E-mail Address

APPLICANT KR Land Company, LLC **Contact** Calvin Champlin
Address 3455 Cliff Shadows Pkwy #220 **Phone:** (702) 242-4949 **Fax:** (702) 242-0414
City Las Vegas **State** NV **Zip** 89129
E-mail Address

REPRESENTATIVE Quadrant Planning **Contact** Chris Dingell
Address 3455 Cliff Shadows Pkwy #220 **Phone:** (702) 242-4949 **Fax:** (702) 242-0414
City Las Vegas **State** NV **Zip** 89129
E-mail Address

Property Owner Signature* [signature] JC

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name John A. Ritter

Subscribed and sworn before me

This 24 day of March, 20 10.

Kelly Hermanson

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KELLY HERMANSON
Appt. No. 03-79991-1
My Appt. Expires Feb. 5, 2011

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	EOT-37926
Meeting Date:	6/2/10
Total Fee:	$300.00
Date Received:*	4/12/10
Received By:	[signature]

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-37926** APN: 125-19-301-002

Name of Property Owner: N W Commercial 3069, LLC

Name of Applicant: K R Land Company, LLC

Name of Representative: Quadrant Planning

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: ____________________

Partner(s): ____________________ ____________________

APN: ____________________

Signature of Property Owner: [signature]

Print Name: ANDREW MENLOVE

Subscribed and sworn before me

This 15 day of Mar., 2010

Morgan Rake

Notary Public in and for said County and State

MORGAN RAKE
Notary Public, State of Nevada
Appointment No. 06-108680-1
My Appt. Expires Aug 3, 2010

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-37926** APN: 125-19-301-004 and 005

Name of Property Owner: S W Commercial 3068, LLC

Name of Applicant: K R Land Company, LLC

Name of Representative: Quadrant Planning

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: ____________________

Partner(s): ____________________ ____________________

APN: ____________________

Signature of Property Owner: [signature]

Print Name: ANDREW MENLOVE

Subscribed and sworn before me

This 15 day of March, 2010

Morgan Rake

Notary Public in and for said County and State

MORGAN RAKE
Notary Public, State of Nevada
Appointment No. 06-108680-1
My Appt. Expires Aug 3, 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-37926** APN: 125-19-301-003

Name of Property Owner: Nevada Commerce Bank

Name of Applicant: K R Land Company, LLC

Name of Representative: Quadrant Planning

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: ______________________

Partner(s): ______________________ ______________________

APN: ______________________

Signature of Property Owner: [signature]

Print Name: JEFF NICHOLL

Subscribed and sworn before me

This 8th day of APRIL, 2010

Cora J. Friedl

Notary Public in and for said County and State

CORA J. FRIEDL
Notary Public State of Nevada
No. 07-3147-1
My appt. exp. May 15, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-37926** APN: 125-19-301-~~019~~ 013 09

Name of Property Owner: Brain Surgery, LLC

Name of Applicant: K R Land Company, LLC

Name of Representative: Quadrant Planning

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: __________

Partner(s): __________ __________

APN: __________

Signature of Property Owner: [signature]

Print Name: John A. Ritter

CJC

Subscribed and sworn before me

This 24 day of March, 2010

[signature] Kelly Hermanson

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KELLY HERMANSON
Appt. No. 03-79991-1
My Appt. Expires Feb. 5, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-37926** APN: 125-19-301-001

Name of Property Owner: K R Land Company, LLC

Name of Applicant: K R Land Company, LLC

Name of Representative: Quadrant Planning

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: ____________

Partner(s): ____________ ____________

APN: ____________

Signature of Property Owner: [signature]

Print Name: John A. Ritter CJC

Subscribed and sworn before me

This 24 day of March, 2010

[signature] Kelly Hermanson

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KELLY HERMANSON
Appt. No. 03-79991-1
My Appt. Expires Feb. 5, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) Hualapai/215

Project Name Providence Square   Proposed Use

Assessor's Parcel #(s) 125-19-301-002   Ward # 6

General Plan: existing PCD proposed   Zoning: existing PD proposed

Commercial Square Footage   Floor Area Ratio

Gross Acres   Lots/Units   Density

Additional Information SDR-25760

PROPERTY OWNER N W Commercial 3069, LLC   Contact Andrew Menlove

Address 1291 GALLERIA DRIVE #220   Phone: 739-9090 Fax: 739-7735

City HENDERSON   State NV   Zip 89014

E-mail Address

APPLICANT KR Land Company, LLC   Contact Calvin Champlin

Address 3455 Cliff Shadows Pkwy #220   Phone: (702) 242-4949   Fax: (702) 242-0414

City Las Vegas   State NV   Zip 89129

E-mail Address

REPRESENTATIVE Quadrant Planning   Contact Chris Dingell

Address 3455 Cliff Shadows Pkwy #220   Phone: (702) 242-4949   Fax: (702) 242-0414

City Las Vegas   State NV   Zip 89129

E-mail Address

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ANDREW MENLOVE

Subscribed and sworn before me

This 15 day of March, 20 10.

Morgan Rake

Notary Public in and for ~~said County and State~~

MORGAN RAKE
Notary Public, State of Nevada
Appointment No. 06-108680-1
My Appt. Expires Aug 3, 2010

FOR DEPARTMENT USE ONLY

Case #	EOT-37926
Meeting Date:	CC 6/2/10
Total Fee:	$300
Date Received:*	4/12/10
Received By:	[signature]

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

QUADRANT PLANNING

March 25, 2010

Peter Lowenstein, AICP
Planning Supervisor
City of Las Vegas
Planning and Development
731 South Fourth St
Las Vegas, NV 89101

SUBJECT: JUSTIFICATION LETTER FOR AN EXTENSION OF TIME FOR SDR-25760

Dear Peter:

My office represents the applicant in the above mentioned request which is a request to extend a previously approved site development plan, SDR-25760. SDR-25760 was approved by the Las Vegas City Council on April 16, 2008. Due to current economic conditions, the applicant is requesting two additional years to commence with the project.

Should any further information be desired feel free to contact me at 702-242-4949.

Sincerely,

CHRIS DINGELL, AICP
PLANNING COORDINATOR

3455 Cliff Shadows Pkwy, Suite 220
Las Vegas, NV 89129
P: 702 395 3154
F: 702-242-0414

EOT-37926

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

May 6, 2008

Mr. Darrin Badger
KR Land Company, LLC
3455 Cliff Shadow Parkway, #220
Las Vegas, Nevada 89129

RE: SDR-25760 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF APRIL 16, 2008
RELATED TO ZON-25758 AND VAC-25759

Dear Mr. Badger:

The City Council at a regular meeting held April 16, 2008 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 200,300 SQUARE-FOOT RETAIL DEVELOPMENT on 23.62 acres at the southeast corner of Hualapai Way and Deer Springs Way (APNs 125-19-301-001 through 005 and 013), U (Undeveloped) [PCD (Planned Community Development)] Zone [PROPOSED: PD (Planned Development) Zone. NOTE: ITEM HAS BEEN AMENDED TO A 205,000 SQUARE-FOOT RETAIL DEVELOPMENT. The Notice of Final Action was filed with the Las Vegas City Clerk on April 17, 2008. This approval is subject to:

Added Conditions:

A. Pads C and D will not be allowed to be drive through food service.

B. This approval shall include the Master Development Plan and Design Standards submitted 1/29/2008.

Planning & Development

1. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan and building elevations date stamped 01/29/08 and 02/14/08, and landscape plans date stamped 02/27/08, except as amended by conditions herein.

3. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall

EOT-37926

be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.

4. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start

   of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

5. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

6. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

7. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

8. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

9. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

10. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

11. A Petition of Vacation shall be submitted to Clark County and recorded for the right-of-way adjacent to Assessor's Parcel Number 125-19-301-010 prior to the issuance of any permits or the recordation of a map for this site. Alternatively, dedicate the reciprocal right-of-way prior to the issuance of any permits or through recordation of a map for this site and submit a revised site plan to the Department of Planning and Development.

12. Dedicate 50 feet of right-of-way adjacent to this site for Hualapai Way, 40 feet for Deer Springs Way, 25 feet for Conquistador Street including the right-of-way necessary to accommodate a knuckle meeting current City Standards, a 54-foot radius on the southeast corner of Hualapai Way and Deer Springs Way and a 20-foot radius on the southwest corner of Deer Springs Way and Conquistador Street prior to the issuance of any permits. In addition, dedicate the rights-of-way necessary for turn lanes and bus turnouts in accordance with the approved Traffic Impact Anaylsis.

13. Provide a signed and notarized affidavit from the owner of Assessor's Parcel No. 125-19-301-010 that states he is in support of the proposed Providence Square site plan AND a copy of a recorded perpetual, irrevocable access easement in favor of this parcel to the Development Coordination Section of the Department of Public Works prior to the issuance of any permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. If these documents cannot be obtained, this site plan shall be rendered "Null and Void" and a new site plan submitted to the Department of Planning and Development.

14. Coordinate with the Right-of-Way Section of the Department of Public Works to determine the submittal requirements for Bureau of Land Management (BLM) applications for the east half of Conquistador Street adjacent to this site and provide all required documentation and material. A copy of the plant survey (if applicable), approved right-of-way grant issued by BLM, receipt for tortoise mitigation fee payment and notice to proceed issued by BLM (if applicable) shall be submitted to the Right-of-Way Section prior to the approval of construction drawings for this site or the issuance of any permits, whichever may occur first.

15. Construct half-street improvements, including appropriate overpaving and transition paving if legally able, on Hualapai Way, Deer Springs Way, and Conquistador Street including an appropriate terminus such as temporary barricades on Conquistador Street concurrent with development of this site. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).

16. Dedicate 47 feet of right-of- way for the street along the southern boundary of this site shown as "Proposed Street" prior to the issuance of any permits. Construct full-width street improvements, including an appropriate terminus, such as temporary barricades, on "Proposed Street" concurrent with development of this site. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, to the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).

17. Offset sidewalk and reduced right-of-way widths shown on this site plan shall be in accordance with the approved Providence Square Master Development Plan and Design Standards. Grant pedestrian access easements for all sidewalks located outside of the public street right-of-way prior to the issuance of any permits or through recordation of a map for this site.

18. Coordinate with the Clark County Department of Public Works to discuss any impacts to this site plan from the Beltway and the ultimate Hualapai Way off-ramp design. Provide documentation from Clark County to the City of Las Vegas Land Development Section that this condition has been satisfied prior to the approval of any construction drawings or the recordation of a map for this site, whichever may occur first.

19. Provide public sewer stubs to all "not a part" parcels not adjacent to existing public street right-of-way and grant appropriate public sewer easements. However, subject to notarized written approval from the owner of Assessor's Parcel No. 125-19-301-010, which is currently entitles within Clark County as a cell tower site with no need for sewer service, the requirement to provide a public sewer easement stub to this parcel shall not be enforced provided that an appropriate sewer easement acceptable to the Collection Systems Planning Section is granted connecting this parcel to existing public sewer. Coordinate with the Collection Systems Planning section of the Department of Public Works and comply with their recommendations prior to the submittal of construction drawings or the approval of a Map subdividing this site.

20. Driveways accessing Hualapai Way and Deer Springs Way shall be designed, located and constructed in accordance with Standard Drawing #222a. Submit an application to the Land Development section of the Department of Public Works for a deviation from throat depth dimensions required by Standard Drawing #222a for the driveways accessing this site from Conquistador Street.

21. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of

such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

22. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

23. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

24. In accordance with the intent of a Commercial Subdivision, all sites within this subdivision shall have perpetual common access to all driveways connecting this site to the abutting streets. No barriers (e.g. curbs, wall, etc.) shall be erected within the boundaries of this overall site which would prohibit any vehicle on this site from utilizing any driveway connecting this commercial development site to the abutting public streets.

25. Landscape and maintain all unimproved rights-of-way, if any, adjacent to this site. All private improvements and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

26. Submit an Encroachment Agreement for all landscaping, if any, located in the public rights-of-way adjacent to this site prior to occupancy of this site.

27. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City

Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Darrin Badger
Southwest Desert Equities, LLC
3455 Cliff Shadow Parkway, #220
Las Vegas, Nevada 89129

Mr. Chris Dingell
Quadrant Planning
3455 Cliff Shadow Parkway, #220
Las Vegas, Nevada 89129

EOT-37926

HOLDINGS MANAGER, LLC

Business Entity Information

Status:	Active	File Date:	11/15/1994
Type:	Domestic Limited-Liability Company	Entity Number:	LLC17656-1994
Qualifying State:	NV	List of Officers Due:	11/30/2010
Managed By:	Managers	Expiration Date:	11/15/2024
NV Business ID:	NV19941009389	Business License Exp:	11/30/2010

Registered Agent Information

Name:	FERA, LLC	Address 1:	3455 CLIFF SHADOWS PKWY
Address 2:	SUITE 200	City:	LAS VEGAS
State:	NV	Zip Code:	89129
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information

No Par Share Count:	0	Capital Amount:	$ 0
No stock records found for this company			

Officers

☐ Include Inactive Officers

Manager - JOHN A RITTER			
Address 1:	3455 CLIFFS SHADOWS PKWY STE 220	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89129	Country:	
Status:	Active	Email:	

Actions\Amendments

Action Type:	Articles of Organization		
Document Number:	LLC17656-1994-001	# of Pages:	5
File Date:	11/15/1994	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Address Change		
Document Number:	LLC17656-1994-003	# of Pages:	1
File Date:	11/03/1995	Effective Date:	
DAVID K. ROBINSON SUITE 200 KFA			
930 SOUTH THIRD STREET LAS VEGAS NV 89101 KFA			
Action Type:	Registered Agent Change		
Document Number:	LLC17656-1994-004	# of Pages:	1
File Date:	12/29/1995	Effective Date:	
DAVID K. ROBINSON			
5124 COSTABELLA LANE LAS VEGAS NV 89130 TLS			

HOLDINGS MANAGER, LLC

Business Entity Information

Status:	Active	File Date:	11/15/1994
Type:	Domestic Limited-Liability Company	Entity Number:	LLC17656-1994
Qualifying State:	NV	List of Officers Due:	11/30/2010
Managed By:	Managers	Expiration Date:	11/15/2024
NV Business ID:	NV19941009389	Business License Exp:	11/30/2010

Registered Agent Information

Name:	FERA, LLC	Address 1:	3455 CLIFF SHADOWS PKWY
Address 2:	SUITE 200	City:	LAS VEGAS
State:	NV	Zip Code:	89129
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information

No Par Share Count:	0	Capital Amount:	$ 0

No stock records found for this company

Officers

☐ Include Inactive Officers

Manager - JOHN A RITTER

Address 1:	3455 CLIFFS SHADOWS PKWY STE 220	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89129	Country:	
Status:	Active	Email:	

Actions\Amendments

Action Type:	Articles of Organization		
Document Number:	LLC17656-1994-001	# of Pages:	5
File Date:	11/15/1994	Effective Date:	

(No notes for this action)

Action Type:	Registered Agent Address Change		
Document Number:	LLC17656-1994-003	# of Pages:	1
File Date:	11/03/1995	Effective Date:	

DAVID K. ROBINSON SUITE 200 KFA
930 SOUTH THIRD STREET LAS VEGAS NV 89101 KFA

Action Type:	Registered Agent Change		
Document Number:	LLC17656-1994-004	# of Pages:	1
File Date:	12/29/1995	Effective Date:	

DAVID K. ROBINSON
5124 COSTABELLA LANE LAS VEGAS NV 89130 TLS

KR LAND COMPANY, LLC

Business Entity Information

Status:	Active	File Date:	12/11/2001
Type:	Domestic Limited-Liability Company	Entity Number:	LLC13446-2001
Qualifying State:	NV	List of Officers Due:	12/31/2010
Managed By:	Managers	Expiration Date:	12/11/2501
NV Business ID:	NV20011135707	Business License Exp:	12/31/2010

Registered Agent Information

Name:	FERA, LLC	Address 1:	3455 CLIFF SHADOWS PKWY
Address 2:	SUITE 200	City:	LAS VEGAS
State:	NV	Zip Code:	89129
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information

No Par Share Count:	0	Capital Amount:	$ 0

No stock records found for this company

Officers

☐ Include Inactive Officers

Manager - HOLDINGS MANAGER, LLC

Address 1:	3455 CLIFF SHADOWS PARKWAY STE 220	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89129	Country:	
Status:	Active	Email:	

Actions\Amendments

Action Type:	Articles of Organization		
Document Number:	LLC13446-2001-001	# of Pages:	5
File Date:	12/11/2001	Effective Date:	

(No notes for this action)

Action Type:	Annual List		
Document Number:	LLC13446-2001-004	# of Pages:	1
File Date:	2/12/2002	Effective Date:	

(No notes for this action)

Action Type:	Annual List		
Document Number:	LLC13446-2001-005	# of Pages:	1
File Date:	11/12/2002	Effective Date:	

(No notes for this action)

Action Type:	Registered Agent Address Change		
Document Number:	LLC13446-2001-003	# of Pages:	1

BRAIN SURGERY, LLC

Business Entity Information

Status:	Active	File Date:	7/03/2001
Type:	Domestic Limited-Liability Company	Entity Number:	LLC7132-2001
Qualifying State:	NV	List of Officers Due:	7/31/2010
Managed By:	Managers	Expiration Date:	7/03/2501
NV Business ID:	NV20011072817	Business License Exp:	

Registered Agent Information

Name:	FERA, LLC	Address 1:	3455 CLIFF SHADOWS PKWY
Address 2:	SUITE 200	City:	LAS VEGAS
State:	NV	Zip Code:	89129
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information

No Par Share Count:	0	Capital Amount:	$ 0

No stock records found for this company

Officers

☐ Include Inactive Officers

Manager - HOLDINGS MANAGER LLC

Address 1:	3455 CLIFF SHADOWS PKWY STE 220	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89129	Country:	
Status:	Active	Email:	

Actions\Amendments

Action Type:	Articles of Organization		
Document Number:	LLC7132-2001-001	# of Pages:	5
File Date:	7/03/2001	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	LLC7132-2001-005	# of Pages:	1
File Date:	6/11/2002	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Address Change		
Document Number:	LLC7132-2001-003	# of Pages:	1
File Date:	2/04/2003	Effective Date:	
JOHN RITTER SUITE 204			
3320 NORTH BUFFALO DRIVE LAS VEGAS NV 89129 RAA			
Action Type:	Annual List		

NEVADA
COMMERCE BANK

"RESOLVED: That Jeff Nicholl, EVP/Chief Credit Officer, is authorized to exercise all of the powers listed below:

- Open any Deposit or share account(s) in the name of the Corporation
- Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.
- Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences in indebtedness.
- Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.
- Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.

Kathy L. Phillips
President/Chief Executive Officer

State of Nevada
County of Clark

Subscribed and sworn to before me by Kathy L. Phillips on January 5, 2010.

CORA J. FRIEDL
Notary Public State of Nevada
No. 07-3147-1
My appt. exp. May 15, 2011

(Seal)

Cora J. Friedl, Notary Public

UNANIMOUS WRITTEN CONSENT
OF MEMBERS OF
CM CAPITAL SERVICES, LLC
A NEVADA LIMITED LIABILITY COMPANY

The undersigned, Members of CM Capital Services, LLC ("Company"), in accordance with the Company Agreement, hereby adopt the following written consent.

WHEREAS, the Members signing this consent are the holders of all of the shares entitled to vote at the Company's meetings and on the following resolutions; and

WHEREAS, the undersigned desire to execute a written consent in lieu of formally holding a Members' meeting and agree that the adoption of the following resolutions shall be valid and have the same force and effect as though such resolutions had been adopted at a formal Managers' meeting; therefore, be it:

RESOLVED, that Andrew Menlove as an employee of Company shall have all rights to execute any and all documents relating to the post recording of loans by Company. This shall include, but not limited to the modification of existing loans, reconveyances, assignments, joint-venture agreements, forbearance agreements, property listing agreements, attorney-in-fact on behalf of investors/members, any special purpose entities in which Company is a manager and any other documents as it pertains modification of loans.

FURTHER RESOLVED, that not withstanding the foregoing, it shall be clearly noted that all joint-venture agreements, loan modification agreements, forbearance agreements and deed in lieu's and/or quit-claim shall require the written consent of two signatories.

FURTHER RESOLVED, that this written consent shall have the same force and effect as a formal Managers' meeting for all purposes.

The undersigned direct that this written consent may be executed in multiple counterparts, all of which shall be considered originals and that this written consent, including multiple counterparts, be filed with the minutes of the proceedings of the Company.

DATED to be effective on April 20, 2009

By: CM CAPITAL SERVICES, LLC
a Nevada limited liability company, its Manager

By: CM GROUP, LLC
a Delaware limited liability company,
its Managing Member

By: ____________________
Name: Todd Parriott
Title: Manager

OPERATING AGREEMENT
for

SW Commercial 3068, LLC,
a Nevada limited liability company

OPERATING AGREEMENT

for

SW COMMERCIAL 3068, LLC,
a Nevada limited liability company

THIS OPERATING AGREEMENT (this "Agreement") is made and entered into as of the 16 day of June, 2009, by the lenders set forth at **Exhibit "A"** attached hereto (said persons, trusts, or entities are hereinafter referred to collectively as the "Members" and individually as a "Member") and CM Capital Services, LLC, a Nevada limited liability company, as Manager.

RECITALS

WHEREAS, CM Capital Services, LLC, is in the business of selling first trust deed loan opportunities whereby CM Capital Services, LLC, obtains funds from individual lenders for the purpose of making loans to third-party borrowers, secured by an undivided fractional interests in the first trust deed;

WHEREAS, the Members listed in **Exhibit "A"** are individual lenders who provided funds to CM Capital Services, LLC, for the purpose of investing in a trust deed loans known as "CMC Loan #3068, all of which were recorded under the borrower commonly known as Southwest Desert Equities, LLC" (the "Loan") secured by a deed of trust on certain real property described by APNs 125-19-301-004 and 125-19-301-005 (the "Property");

WHEREAS, the Members each appointed CM Capital Services, LLC, as their attorney in fact through a Special Power of Attorney and each executed a Loan Servicing Agreement which governs the servicing of the Loan by CM Capital Services, LLC, and authorizes CM Capital Services, LLC, to create a "Special Purpose Entity", owned by the Members, for the purpose of holding title to real property obtained through foreclosure proceedings and authorizing CM Capital Services to manage, operate, improve, rent and sell such real property; and

WHEREAS, the third-party borrower defaulted on the Loan and, pursuant to the terms of the Loan Servicing Agreement, SW Commercial 3068, LLC, was formed by CM Capital Services, LLC, and has obtained title to the Property through foreclosure proceedings.

AGREEMENT

NOW, THEREFOR, CM Capital Services, by and through the authority granted to it by the Members pursuant to the Special Power of Attorney and the Loan Servicing Agreement executed by each of them, has formed a limited liability company pursuant to the laws of the State of Nevada. Accordingly, in consideration of the mutual covenants contained herein, the Members and Manager agree and certify as follows:

ARTICLE I – THE LIMITED LIABILITY COMPANY

1.1 Formation. The Members, through the Loan Servicing Agreement, have authorized the Manager to form a limited liability company pursuant to the provisions of Chapter 86, Nevada Revised Statutes, Section 86.010 et seq. as currently in effect (the "Act").

1.2 Filings. Pursuant to the authority acknowledged in Section 1.1 of this Agreement, the Manager has caused Articles of Organization that meet the requirements of the Act to be properly filed with the Secretary of State of the State of Nevada, and is authorized to further execute and file for record such other and further documents (including amendments to the Articles of Organization) and shall take such other and further action as may be appropriate to comply with the requirements of law for the formation or operation of a limited liability company in all states and counties in which the Company (as hereinafter defined) may conduct its business.

1.3 Name. The name of the limited liability company shall be SW Commercial 3068, LLC, a Nevada limited liability company (the "Company").

1.4 Term. The Company shall have a perpetual existence, unless sooner terminated by law or by action of the Members as hereinafter provided.

1.5 Registered Office; Registered Agent. The address of the principal place of business of the Company shall be 1291 Galleria Dr., Suite 220, Henderson, Nevada 89014 and thereafter at such other location as the Manager may designate. The Company's initial registered agent for the service of legal process in Nevada at such address shall be CM Capital Services, LLC, a Nevada limited liability company.

1.6 Purpose and Business. The purpose and business of the Company shall be to transact any and all businesses for which limited liability companies may be formed under Nevada law and to accomplish such purpose for its own account or as a nominee, agent or trustee for others, including, but not limited to, the Members.

1.7 Principal Place of Business. The location of the principal place of business of the Company shall be 1291 Galleria Dr., Suite 200, Henderson, Nevada 89014, or at such other place as the Members may from time to time determine.

1.8 Manager. The name and business address of the Manager of the Company is as follows:

CM Capital Services, LLC	1291 Galleria Dr., Suite 200 Henderson, Nevada 89014

1.9 Members. The identity of each Member is set forth on **Exhibit "A"**.

1.10 Execution of Documents. Pursuant to the Written Consent of Sole Manager, Andrew Menlove, Vice President of Portfolio Management for the Manager, is authorized to execute this Agreement and any and all other documents necessary to effectuate the sale of the Property on behalf of the Manager.

ARTICLE II – CAPITAL CONTRIBUTIONS

2.1 Initial Contributions. The initial capital of the Company shall be the undivided interests that each Member held in certain first trust deed investments secured by the Property, which each Member has contributed to the Company in exchange for their respective Percentage Interests (as defined in Section 2.2 of this Agreement), in accordance with the terms of the Loan Servicing Agreement.

2.2 Percentage Interests. The Percentage Interests of the Members in and to the capital, profits and losses of the Company ("Percentage Interests") shall be in the amount set forth on **Exhibit "A."**

2.3 No Interest on Capital Accounts. No interest shall be paid by the Company on any capital accounts or capital contributions of the Members.

2.4 Return of Capital Contributions. The capital contributions of the Members will be returned to them to the extent provided in Section 7.4 upon termination and dissolution of the Company. No Members shall have the right to demand the return of such Members' capital contributions other than at the time provided herein, and no Member shall have the right to demand and receive property other than cash in return for such Member's capital contributions. Notwithstanding the foregoing, however, the Company may by determination of the Managers with the consent of Members owning not less than a majority of the Percentage Interests in the Company (determined immediately prior to such event) return all or part of any Member's capital contribution to such Member.

ARTICLE III – PROFITS, LOSSES AND DISTRIBUTIONS

3.1 Allocation of Profits and Losses. Except as provided below, the Company's net profits or net losses and each item of the Company's net income, gain, loss, deduction, credit and tax preference shall be determined on an annual basis, and shall be allocated, for purposes of both book and tax accounting, in accordance with the Percentage Interests of the Members as set forth in Section 2.2.

3.2 Distributions of Capital Proceeds. In the event of the sale, financing, refinancing, or other disposition of any of the assets of the Company and in the discretion of the Managers, the net proceeds of the sale, financing, refinancing, or other disposition (after deducting any expenses incurred in connection therewith) (hereinafter "Capital Proceeds"), in the sole discretion of the Managers, may be applied to pay any indebtedness of the Company, to purchase or finance any improvements to any Company assets, to pay any other expenses or to establish or increase any reserves deemed reasonably necessary by the Managers. Any balance remaining after the foregoing applications shall be distributed among the Members in the following manner:

(a) First, to the Members, pro rata, in repayment of the positive (credit) balances in their capital accounts.

(b) All remaining Capital Proceeds shall be distributed among the Members in accordance with their Percentage Interests in the capital of the Company set forth in Section 2.2.

3.3 Net Profits and Net Losses. The terms "net profits" and "net losses" as used in this Agreement and for accounting purposes shall mean taxable income and taxable losses, respectively, as calculated for federal income tax purposes.

3.4 Cash Available for Distribution. The term "cash available for distribution" shall mean gross cash operating receipts of the Company, less:

(a) All cash charges and business expenses incurred in the establishment and operation of the business of the Company;

(b) Principal and interest payments on Company indebtedness (including indebtedness, if any, to a Member or an affiliate or associate of a Member); and

(c) All cash reserves determined by the Managers to be necessary or desirable for the reasonable needs of the Company or for future investment or business opportunities (regardless of whether any specific opportunities have then been identified for consideration), including, but not limited to, reserves for contingencies, taxes, insurance, debt reduction and working capital.

3.5 Allocation of Tax Credits. Any tax credits arising out of the operation of the Company for a given year shall be allocated among the Members in the same manner as net profits and net losses are allocated for such year pursuant to Section 3.1.

3.6 Recapture of Tax Credits. The Members agree that any amounts of tax credit that are required to be recaptured, as a result of the disposition of any of the properties of the Company with respect to which any tax credit was claimed, will be allocated and taken into account with respect to each Member in the same proportion as the amounts of such tax credit were allocated to each Member.

3.7 Members' Accounts. The Company shall maintain separate capital accounts for each Member. The capital accounts shall at all times be maintained in accordance with the applicable requirements of Section 704 of the Internal Revenue Code of 1986 and the Treasury Regulations issued thereunder. Each Member's capital account shall consist of the Member's initial capital contribution, increased by (i) any additional capital contributions made by such Member, and (ii) such Member's share of Company profits, and shall be decreased by (iii) distributions to such Member in reduction of Company capital, and (iv) such Member's share of Company losses. Other positive and negative adjustments shall be made as required by Section 704 and the regulations thereunder.

ARTICLE IV – MANAGEMENT BY MANAGER

4.1 Management. The business of the Company shall be under the full and exclusive management of the Manager. The following rules shall apply:

(a) This Agreement shall be subject to the terms and conditions set forth in the Loan Servicing Agreement executed between CM Capital Services, LLC, and the Member.

(b) The Members may at any time elect additional Managers of the Company. The election of an additional Manager shall require the unanimous vote of Members of the Company.

(c) The Members may at any time remove a Manager from office. The removal of a Manager shall require the unanimous vote of Members of the Company. Provided, however, if such removal results in the Company having no Manager then serving, then the removed Manager shall continue to act as a Manager of the Company until replaced with a new Manager who is appointed by the unanimous vote of Members of the Company.

4.2 Votes by Members. Whenever, whether pursuant to this Operating Agreement or otherwise, a vote is taken by the Members of the Company or an action is required to be approved by the Members, such vote or action shall be taken or approved in accordance with the Members' respective Percentage Interests in the capital of the Company.

4.3 Limitation of Liability. Notwithstanding any provision of this Agreement to the contrary, the liability of the Members shall be limited as provided in the Act.

4.4 Responsibilities. The Manager shall spend such time in the management of the business of the Company as is necessary to fulfill effectively such duties as may be assigned to such Manager. The Manager shall be entitled to such compensation for their services rendered to the Company as may be determined by the vote of Members owning more than fifty Percent (50%) of the Percentage Interests in the capital of the Company. The Company shall reimburse the Manager for all direct out-of-pocket expenses incurred by them in connection with the formation of the Company and in managing the business of the Company.

4.5 Company Opportunities. No Manager or Member need offer to the Company any opportunity that may come to such Manager or Member, whether or not the opportunity is within the scope of the Company's business. Any Manager or Member shall be free to pursue any such opportunity independently of the Company and of the other Members.

4.6 Powers of Manager. Except as otherwise provided in this Agreement, the Manager shall have the full authority to control the business and affairs of the Company, to make and carry out all decisions affecting Company affairs, including, without limitation, the powers set forth in the Loan Servicing Agreement between CM Capital Services, LLC, and each Member, as well as the following in connection with and in furtherance of the Company business;

(a) Sell, transfer, lease, borrow against, mortgage, pledge or otherwise dispose of the assets of the Company in the ordinary course of business, and upon such terms and conditions and for such consideration as may be reasonable and prudent.

(b) Manage and operate the business of the Company or any Company property or assets, and enter into agreements with others with respect to the business and assets of the Company containing such terms, covenants and conditions as a Manager shall approve;

(c) Borrow money from banks or financial institutions and other lenders for any Company purpose;

(d) Enter into agreements and contracts with other parties and give receipts, releases and discharges with respect to all of the foregoing and any matters incident thereto as a Manager may deem advisable or appropriate;

(e) Maintain, at the expense of the Company, adequate records and books and accounts of all Company operations and expenditures; and cause the obtaining of and furnishing to each Member of annual financial statements as of the end of and for each fiscal year of the Company, together with tax reporting information;

(f) Make all elections available to the Company under the Internal Revenue Code;

(g) Retain accountants, investment advisors, legal counsel, appraisers, brokers, and other professional advisors for the purpose of planning, operating and carrying out the affairs of the Company, and the payment of fees, commissions or other compensation of such persons, firms or corporations shall be made by the Company and shall constitute expenses of the Company;

(h) Open, maintain and close bank accounts, make deposits therein, and draw checks and other orders for the payment of monies therefrom, all in the name and on behalf of the Company;

(i) Compile reports and be responsible for the preparation, signing and filing of federal and state information returns and other reports and documents required by law or this Operating Agreement;

(j) Collect and account for all monies payable to or owned by the Company and disburse the same in accordance with the terms of this Agreement; Company funds other than cash distributions to the Members shall be paid solely for Company obligations. No Member is authorized otherwise to withdraw or advance funds without unanimous written approval of the Members of the Company;

(k) Exchange on behalf of the Company all promissory notes, security agreements, deeds of trust, mortgages, loan documents, or other documents related to the purchase and sale, financing or refinancing of any Company Properties;

(l) Perform all other functions necessary for the day-to-day operation of the Company or its business or assets;

(m) Perform any and all other acts or activities customary or incident to the acquisition, ownership, management or occasional disposition of Company assets.

4.7 Additional Powers. As additional rights and powers, the Manager shall possess and may enjoy and exercise all of the rights and powers of a Manager as more particularly provided by the limited liability company laws of the State of Nevada, except to the extent any such rights may be limited or restricted by the express provisions of this Agreement.

4.8 Limitation on Powers. Notwithstanding anything to the contrary herein, no Manager or Member shall have any authority to:

(a) Take any action in contravention of this Agreement;

(b) Do any act that would make it impossible to carry out the ordinary business of the Company;

(c) Confess judgment against the Company;

(d) Possess Company properties or assign, increase, modify or consolidate or extend any mortgage, encumbrance, pledge or other rights of the Company in specific property for other than a Company purpose except as otherwise specifically provided herein;

(e) Commingle the funds of the Company with the funds of any Member or other person or entity; or

(f) Take any action contrary to the Loan Servicing Agreement or Special Power of Attorney between CM Capital Services, LLC, and any Member.

4.9 Transactions between Manager and Affiliates. No contract or other transaction between the Company and the Manager or any person, firm or corporation in which any of the Manager is a partner, owner, shareholder, member, manager, officer or director, or is otherwise financially interested, shall be either void, voidable or unenforceable because of such relationship or interest, or because any Manager approves or votes as a Manager to approve or ratify such contract or transaction, or because such Manager's vote or approval as a Manager is counted for such purpose, if the contract or transaction is upon terms and conditions that are competitive with those reasonably available to the Company from of unaffiliated persons rendering comparable services.

4.10 Indemnity. The Company does hereby indemnify and hold harmless its Members and Managers to the fullest extent permitted by NRS. Notwithstanding anything to the contrary in this Agreement, in no event will any indemnification obligation of the Company subject any Member to personal liability.

ARTICLE V – ACCOUNTS

5.1 Books and Accounts. The Company shall keep, at all times during the term of its existence, records of all transactions, assets and liabilities, profits and losses of the Company, together with all records required to be kept pursuant to Section 86.241 of the Act. All such records shall be kept at the principal place of business of the Company and shall be open for inspection by any Member for any proper purpose at all reasonable times.

5.2 Taxable Year; Method of Accounting. The Company shall keep its accounting records and shall report for income tax purposes on a cash basis and with a fiscal year ending on December 31 of each year, and shall report all income tax items in the same manner as a partnership (subject to applicable provisions of the Internal Revenue Code of 1986, as amended, or any future United States internal revenue law).

5.3 Income Tax Returns and Information. The Managers shall cause to be prepared and timely filed on behalf of the Company all necessary income tax returns, reports and elections of the Company. The Company shall provide to each Member information on the Company's taxable income or loss and each class of income, gain, loss, deduction and credit that is relevant to reporting Company affairs. The information shall also show each Member's distributive share of each class of income, gain, loss or deduction. This information shall be furnished to the Members as soon as possible after the close of the Company's taxable year, but no later than the first day of March of each year.

5.4 Section 754 Election. If requested by any Member, the Company shall file an election with the Internal Revenue Service pursuant to the provisions of Section 754 of the Internal Revenue Code.

5.5 Tax Controversies. The Manager authorized and required to represent the Company (at the expense of the Company) in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees to cooperate with the Manager and to do or refrain from doing any or all things reasonably required by the Manager to conduct such proceedings.

5.6 Transfers During Year. To avoid an interim closing of the Company's books and records, the share of profits and losses under Article III of a Member who transferred all or part of his Percentage Interest in the Company during the calendar year shall be determined by taking his proportionate share of the amount of profits and losses for the year. The proration shall be made based on the portion of the calendar year that has elapsed prior to the transfer. The balance of the profits and losses attributable to the transferred interest shall be allocated to the transferee of such Percentage Interest.

ARTICLE VI – TRANSFERS OF PERCENTAGE INTERESTS

6.1 Non-Assignability of Percentage Interests.

(a) No Member shall transfer or dispose of a Percentage Interest in the Company at any time during the term of this Agreement except upon the consent of the Manager. As used herein, the term "transfer" shall include any sale, gift, pledge, assignment, bequest, trade, exchange, and any other transfer of any kind, whether voluntary or involuntary, and whether or not for consideration.

(b) Notwithstanding the provisions of Section 6.1(a), the assignment of a portion of a Member's Percentage Interest to a revocable living trust or to a limited partnership that is controlled by the Member making the assignment shall not be deemed a "transfer" of a Percentage Interest, during such times that such assignee is and continues at all times to be controlled by the Member making such assignment, and provided, further, that any such assignee agrees to be bound by all provisions of this Agreement. Any event that results in the foregoing conditions ceasing to be satisfied shall be deemed to constitute a "transfer," for purposes of this Article VI, which transfer shall be deemed to take place upon the occurrence of the event that results in the foregoing conditions ceasing to be satisfied.

6.2 No Encumbrance. Except as provided in Section 6.9, no Member shall pledge, hypothecate, encumber or otherwise permit a security interest to attach to his Percentage Interest in the Company, as now owned or as may be hereafter acquired, or contract to pledge, hypothecate or encumber such Percentage Interest, without the prior written consent of the Manager. Whether or not such consent is given, the rights of any security holder shall be subordinate and subject to the rights and obligations created by this Agreement.

6.3 Transfer of Interest by Manager of the Company. A Manager who for any reason ceases to own a Percentage Interest in the Company or in another entity that is a Member shall cease to be a Manager. No other purchaser or other assignee or successor in ownership to a Manager shall, by acquiring the Percentage Interest of a Manager, thereby become a Manager.

ARTICLE VII – DISSOLUTION AND TERMINATION

7.1 Events of Dissolution. The Company shall continue perpetually unless the Company is sooner dissolved by:

(a) The determination of the Manager of the Company and with the consent of Members by a vote of Members owning seventy-five percent (75%) or more of the Percentage Interests in the capital of the Company or without the Manager of the Company if agreed to by all of the Members.

(b) The incapacity, bankruptcy, withdrawal or dissolution of the Manager; provided, however, that the Manager may decide, within ninety (90) days of the occurrence of such event, to continue the business of the Company, in which case the Company shall not dissolve;

(c) The business of the Company is concluded and the Property has been liquidated;

(d) Any event that makes it unlawful for the business of the Company to be carried on by the Members; or

(e) Any other event that causes a dissolution of a limited liability company under the Act.

7.2 Continuance of the Company. Notwithstanding the foregoing provisions of Section 7.1, upon the occurrence of an event described in subsection 7.1(c), the remaining Members shall have the right to continue the business of the Company. Such right may be exercised only by the affirmative unanimous vote of the remaining Members and, if there is only one remaining Member, provided that an additional individual or entity becomes a Member within 90 days after the occurrence of an event described in Section 7.1(c) to continue the business of the Company. If not so exercised, the right of the Members to continue the business of the Company shall expire and the Company's affairs shall be wound up as provided in this Article VII.

7.3 Final Accounting. In case of the Company's dissolution, the Members shall cause a proper accounting to be made from the date of the last previous accounting to the date of dissolution.

7.4 Liquidation. Upon the Company's dissolution and the failure of the remaining Members to continue the Company as provided in Section 7.2, a person selected by Members owing a majority of the Percentage Interests voting on the question shall act as liquidator to wind up the Company. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Company's assets and to wind up and liquidate the Company's affairs in an orderly and prudent manner. The Capital Accounts of the Members shall be adjusted to account for the operating income and deductions of the Company for the taxable year of the liquidation or dissolution and to account for any sales of Company assets, in the manner provided in Article III of this Agreement. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Company's assets and to wind up and liquidate the Company's affairs in an orderly and prudent manner. The liquidator shall distribute all proceeds of the liquidation to the Members first in repayment of the positive balances, if any, in their Capital Accounts; and thereafter in proportion to their respective Percentage Interests.

7.5 Distribution in Kind. If the liquidator shall determine that a portion of the Company's assets should be distributed in kind to the Members, it shall distribute such assets to the Members in undivided interests as tenants in common in proportion to their respective Percentage Interests. In the event that some or all of the Company's assets are not sold, the Members shall determine the fair market value of the unsold assets, and the gain or loss that would have been realized if the assets had then been sold shall be determined, and the Capital Accounts of the Members shall be adjusted accordingly.

7.6 Negative Capital Account Restoration. If, following the distributions provided in this Article VII, any Member has a deficit Capital Account balance, such Member shall be required to contribute cash to the Company in the amount of the deficit. Any cash so contributed to the Company shall be applied to pay Company creditors, or shall be distributed to the other Members, pro rata, in proportion to their positive Capital Account balances. Any contribution that is required to be made by reason of this Section shall be made not later than the end of the taxable year during which the Membership is liquidated or, if later, within ninety (90) days after the date of the liquidation.

7.7 Dissolution of Company. Upon the completion of the distribution of Company assets, the Company shall be terminated and the Members shall cause the Company to execute appropriate instruments of dissolution and to take such other actions as may be necessary to terminate the Company.

ARTICLE VIII – POWERS OF ATTORNEY

8.1 Appointment. By way of the Special Power of Attorney and Loan Servicing Agreement executed by each Member, each Member has appointed the Manager of the Company, with full power of substitution, as such Member's true and lawful attorney, in such Member's name, place and stead to file articles of organization with the appropriate depositories and to execute, acknowledge, swear to and file (a) all amendments to this Agreement or to the articles of organization required by law of authorized or required by the provisions of this Agreement or the articles of organization; (b) all certificates and other instruments necessary to qualify or continue the Company as a limited liability company wherein the Members have limited liability in all states and jurisdictions in which the Company may transact business; and (c) all conveyances and other instruments that may be necessary to effect the Company's dissolution and termination. All powers and authority granted to CM Capital Services, LLC, by way of the Special Power of Attorney and the Loan Servicing Agreement executed by each Member are incorporated herein by reference as if set forth in full.

8.2 Nature of Power of Attorney. The power of attorney herein granted shall be deemed to be coupled with an interest and shall be irrevocable and survive the death or incompetency of the Members. In the event of any conflict between this Agreement and any instruments filed by such attorneys pursuant to the powers of attorney granted in this Section, this Agreement shall control.

ARTICLE IX – AMENDMENT TO AGREEMENT

Amendments to this Agreement and to the Articles of Organization may be proposed by any Member. The Member shall submit to the other Members any such proposed amendment. A proposed amendment shall become effective at such time as it has been approved in writing by Members owning more than fifty percent (50%) of the Percentage Interests in the capital of the Company; provide that, any provision in this agreement requiring a supermajority vote (for example, 75%) of the Members may only be amended by a vote of Members owning at least the same Percentage Interest in the capital of the Company as required for such supermajority vote.

ARTICLE X – GENERAL PROVISIONS

10.1 Notices

(a) Method for Notices. All notices required or permitted hereunder shall be sent by first class mail, postage prepaid, and addressed, if to Manager, as set forth in Section 1.9, above, and if to any Member, to their last known address on file with the Manager (except that any Member may from time to time give notice changing such Member's address for such purpose) and shall be effective on the date of receipt or on the fifth day after mailing, whichever is earlier.

(b) Computation of Time. In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday in the State of Nevada, in which event the period shall run until the end of the next day that is not a Saturday, Sunday or legal holiday in the State of Nevada.

(c) Notice to Transferees. No transferee of the Percentage Interest of any Member, regardless of whether the transfer was permitted by this Agreement, shall be entitled to receive a notice independently of the notice sent to the Member who made the transfer. A notice sent or given to a Member shall be deemed to have been sent and given to all transferees of the Member.

10.2 Titles and Captions. All Article and Section titles and captions in this Agreement are for convenience or reference only, and shall not be deemed part of this Agreement, and in no way define, limit, extend or describe the scope or intent of any provisions hereof.

10.3 Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns, pronouns and verbs shall include the plural, and vice versa.

10.4 Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and, except as provided in Article IX, may not be amended nor may any rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver. This Agreement replaces and supersedes any and all previous Operating Agreements for the Company.

10.5 Applicable Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Nevada, without giving effect to principles of conflicts of laws.

10.6 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Members and their respective heirs, executors, administrators, successors, legal representatives and assigns.

10.7 Rights and Remedies. The rights and remedies of the Members hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision. Each Member confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations of the Members hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other parties for a breach or threatened breach of any provision hereof, it being the intention of the Members by this provision to make clear their agreement that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

10.8 Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

10.9 Further Action. The Members shall execute and deliver all documents, provide all information, and take or forebear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

10.10 Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one Agreement binding on all of the parties notwithstanding that all the parties are not signatories to the original or the same counterpart. Each party shall become bound by the Agreement immediately upon affixing his signature hereto, independently of the signature of any other party. A facsimile signature shall have the same effect as an original.

10.11 Waiver of Partition. Each Member hereby waives any right to partition of the property of the Company.

IN WITNESS WHEREOF, the Manager has executed this Agreement as of the year and date first written above.

"Manager"

CM CAPITAL SERVICES, LLC

By: Andrew Menlove
Its: Authorized Agent

EXHIBIT A

CMC#: 3068

Desert Capital REIT, Inc AS TO AN UNDIVIDED 45.30 / $2,479.00 INTEREST.

Tige Henson and Amina Henson, Husband and Wife Together as Joint Tenants AS TO AN UNDIVIDED 22.00 / $2,479.00 INTEREST.

Larry L Hillhouse and Sheila M Hillhouse; Husband and Wife Together as Joint Tenants AS TO AN UNDIVIDED 125.00 / $2,479.00 INTEREST.

Jonathan S Levy and Mary Jane Thomas; Husband and Wife Together as Joint Tenants AS TO AN UNDIVIDED 60.00 / $2,479.00 INTEREST.

Donald J McMahon and Janice B McMahon Living Trust, dated 4/29/92; Donald J McMahon or Janice B McMahon, Trustees AS TO AN UNDIVIDED 100.00 / $2,479.00 INTEREST.

Norbert Pomeranz, a Married Man as his Sole and Separate Property AS TO AN UNDIVIDED 65.00 / $2,479.00 INTEREST.

David Stoebling, a Married Man as His Sole and Separate Property AS TO AN UNDIVIDED 50.00 / $2,479.00 INTEREST.

James Walker and Laurie Walker; Husband and Wife Together as Joint Tenants AS TO AN UNDIVIDED 110.00 / $2,479.00 INTEREST.

David G Morgan, a Widower AS TO AN UNDIVIDED 40.00 / $2,479.00 INTEREST.

Richard W Shaffer and Gina L Shaffer; Husband and Wife Together as Joint Tenants with Right of Survivorship AS TO AN UNDIVIDED 100.00 / $2,479.00 INTEREST.

Brown Revocable Trust, dated 7/6/00; Thomas Brown and Elvina Brown, Trustees AS TO AN UNDIVIDED 25.00 / $2,479.00 INTEREST.

Torrey Capital Mortgage Fund, LLC; a California Limited Liability Company AS TO AN UNDIVIDED 200.00 / $2,479.00 INTEREST.

N. Waldo Group LTD; an Oregon Limited Partnership AS TO AN UNDIVIDED 50.00 / $2,479.00 INTEREST.

Dr. Hiram J Sherman; a Widower AS TO AN UNDIVIDED 20.00 / $2,479.00 INTEREST.

Preferred Trust Company, LLC Custodian FBO Marcia L Bottfeld, IRA AS TO AN UNDIVIDED 100.00 / $2,479.00 INTEREST.

Ollie Jiles, a Married Woman as Her Sole and Separate Property AS TO AN UNDIVIDED 40.00 / $2,479.00 INTEREST.

Jerry L West Trust, dated 1/1/98; Jerry L West, Trustee AS TO AN UNDIVIDED 25.00 / $2,479.00 INTEREST.

Zane Ely and Kim Ely; Husband and Wife Together as Joint Tenants AS TO AN UNDIVIDED 20.00 / $2,479.00 INTEREST.

Robert Lawrence Levy, a Widower AS TO AN UNDIVIDED 20.00 / $2,479.00 INTEREST.

G2 Resources, LLC, an Arizona Limited Liability Company AS TO AN UNDIVIDED 200.00 / $2,479.00 INTEREST.

Anthony S Vergara and Maureen K Vergara; Husband and Wife Together as Joint Tenants With Right of Survivorship AS TO AN UNDIVIDED 50.00 / $2,479.00 INTEREST.
Torry L Cardon, an Unmarried Woman AS TO AN UNDIVIDED 20.00 / $2,479.00 INTEREST.

Preferred Trust Company, LLC Custodian FBO Terri L Myers, IRA AS TO AN UNDIVIDED 50.00 / $2,479.00 INTEREST.

The James J Sacco Revocable Trust, dated 8/7/97; James J Sacco, Trustee AS TO AN UNDIVIDED 40.00 / $2,479.00 INTEREST.

Joseph C Kafka, a Married Man as His Sole and Separate Property AS TO AN UNDIVIDED 25.00 / $2,479.00 INTEREST.

Tammy C Stucki, a Married Woman as Her Sole and Separate Property AS TO AN UNDIVIDED 30.00 / $2,479.00 INTEREST.

Martin Dean Burley Family Trust, dated 8/31/00; Martin D. Burley, Trustee AS TO AN UNDIVIDED 40.00 / $2,479.00 INTEREST.

Cactus Flower Enterprises, LLC; a Nevada Limited Liability Company AS TO AN UNDIVIDED 105.00 / $2,479.00 INTEREST.

Preferred Trust Company, LLC Custodian FBO Pennie Gettinger, IRA AS TO AN UNDIVIDED 20.00 / $2,479.00 INTEREST.

Preferred Trust Company, LLC Custodian FBO Sandra G Nagy, IRA AS TO AN UNDIVIDED 50.00 / $2,479.00 INTEREST.

Donald L Berry and Susan K Berry; Husband and Wife Together as Joint Tenants with Right of Survivorship AS TO AN UNDIVIDED 25.00 / $2,479.00 INTEREST.
Carmen Enterprises, LLC; a Nevada Limited Liability Company AS TO AN UNDIVIDED 20.00 / $2,479.00 INTEREST.

Han Lee and Carol L. Lee; Husband and Wife Together as Joint Tenants with Right of Survivorship AS TO AN UNDIVIDED 30.00 / $2,479.00 INTEREST.
Arnold I. Redman, an Unmarried Man AS TO AN UNDIVIDED 75.00 / $2,479.00 INTEREST.

Linda Jean McMahon Trust, dated 2/17/99; Karen McMahon Gronowski and David Gronowski, Trustees AS TO AN UNDIVIDED 200.00 / $2,479.00 INTEREST.
Karen McMahon Gronowski Trust, dated 2/17/99; Linda J. McMahon and David Gronowski, Trustees AS TO AN UNDIVIDED 200.00 / $2,479.00 INTEREST.

Preferred Trust Company, LLC Custodian FBO John Handa, Sep IRA AS TO AN UNDIVIDED 31.70 / $2,479.00 INTEREST.

Amnis Management Group AS TO AN UNDIVIDED 50.00 / $2,479.00 INTEREST.

OPERATING AGREEMENT
for

NW Commercial 3069, LLC,
a Nevada limited liability company

OPERATING AGREEMENT

for

NW COMMERCIAL 3069, LLC,
a Nevada limited liability company

THIS OPERATING AGREEMENT (this "Agreement") is made and entered into as of the 16 day of June, 2009, by the lenders set forth at **Exhibit "A"** attached hereto (said persons, trusts, or entities are hereinafter referred to collectively as the "Members" and individually as a "Member") and CM Capital Services, LLC, a Nevada limited liability company, as Manager.

RECITALS

WHEREAS, CM Capital Services, LLC, is in the business of selling first trust deed loan opportunities whereby CM Capital Services, LLC, obtains funds from individual lenders for the purpose of making loans to third-party borrowers, secured by an undivided fractional interests in the first trust deed;

WHEREAS, the Members listed in **Exhibit "A"** are individual lenders who provided funds to CM Capital Services, LLC, for the purpose of investing in a trust deed loans known as "CMC Loan #3069, all of which were recorded under the borrower commonly known as Northwest Investments, LLC" (the "Loan") secured by a deed of trust on certain real property described by APN 125-19-301-002 (the "Property");

WHEREAS, the Members each appointed CM Capital Services, LLC, as their attorney in fact through a Special Power of Attorney and each executed a Loan Servicing Agreement which governs the servicing of the Loan by CM Capital Services, LLC, and authorizes CM Capital Services, LLC, to create a "Special Purpose Entity", owned by the Members, for the purpose of holding title to real property obtained through foreclosure proceedings and authorizing CM Capital Services to manage, operate, improve, rent and sell such real property; and

WHEREAS, the third-party borrower defaulted on the Loan and, pursuant to the terms of the Loan Servicing Agreement, NW Commercial 3069, LLC, was formed by CM Capital Services, LLC, and has obtained title to the Property through foreclosure proceedings.

AGREEMENT

NOW, THEREFOR, CM Capital Services, by and through the authority granted to it by the Members pursuant to the Special Power of Attorney and the Loan Servicing Agreement executed by each of them, has formed a limited liability company pursuant to the laws of the State of Nevada. Accordingly, in consideration of the mutual covenants contained herein, the Members and Manager agree and certify as follows:

ARTICLE I – THE LIMITED LIABILITY COMPANY

1.1 Formation. The Members, through the Loan Servicing Agreement, have authorized the Manager to form a limited liability company pursuant to the provisions of Chapter 86, Nevada Revised Statutes, Section 86.010 et seq. as currently in effect (the "Act").

1.2 Filings. Pursuant to the authority acknowledged in Section 1.1 of this Agreement, the Manager has caused Articles of Organization that meet the requirements of the Act to be properly filed with the Secretary of State of the State of Nevada, and is authorized to further execute and file for record such other and further documents (including amendments to the Articles of Organization) and shall take such other and further action as may be appropriate to comply with the requirements of law for the formation or operation of a limited liability company in all states and counties in which the Company (as hereinafter defined) may conduct its business.

1.3 Name. The name of the limited liability company shall be NW Commercial 3069, LLC, a Nevada limited liability company (the "Company").

1.4 Term. The Company shall have a perpetual existence, unless sooner terminated by law or by action of the Members as hereinafter provided.

1.5 Registered Office; Registered Agent. The address of the principal place of business of the Company shall be 1291 Galleria Dr., Suite 220, Henderson, Nevada 89014 and thereafter at such other location as the Manager may designate. The Company's initial registered agent for the service of legal process in Nevada at such address shall be CM Capital Services, LLC, a Nevada limited liability company.

1.6 Purpose and Business. The purpose and business of the Company shall be to transact any and all businesses for which limited liability companies may be formed under Nevada law and to accomplish such purpose for its own account or as a nominee, agent or trustee for others, including, but not limited to, the Members.

1.7 Principal Place of Business. The location of the principal place of business of the Company shall be 1291 Galleria Dr., Suite 200, Henderson, Nevada 89014, or at such other place as the Members may from time to time determine.

1.8 Manager. The name and business address of the Manager of the Company is as follows:

CM Capital Services, LLC	1291 Galleria Dr., Suite 200 Henderson, Nevada 89014

1.9 Members. The identity of each Member is set forth on **Exhibit "A"**.

1.10 Execution of Documents. Pursuant to the Written Consent of Sole Manager, Andrew Menlove, Vice President of Portfolio Management for the Manager, is authorized to execute this Agreement and any and all other documents necessary to effectuate the sale of the Property on behalf of the Manager.

ARTICLE II – CAPITAL CONTRIBUTIONS

2.1 Initial Contributions. The initial capital of the Company shall be the undivided interests that each Member held in certain second trust deed investments secured by the Property, which each Member has contributed to the Company in exchange for their respective Percentage Interests (as defined in Section 2.2 of this Agreement), in accordance with the terms of the Loan Servicing Agreement.

2.2 Percentage Interests. The Percentage Interests of the Members in and to the capital, profits and losses of the Company ("Percentage Interests") shall be in the amount set forth on **Exhibit "A."**

2.3 No Interest on Capital Accounts. No interest shall be paid by the Company on any capital accounts or capital contributions of the Members.

2.4 Return of Capital Contributions. The capital contributions of the Members will be returned to them to the extent provided in Section 7.4 upon termination and dissolution of the Company. No Members shall have the right to demand the return of such Members' capital contributions other than at the time provided herein, and no Member shall have the right to demand and receive property other than cash in return for such Member's capital contributions. Notwithstanding the foregoing, however, the Company may by determination of the Managers with the consent of Members owning not less than a majority of the Percentage Interests in the Company (determined immediately prior to such event) return all or part of any Member's capital contribution to such Member.

ARTICLE III – PROFITS, LOSSES AND DISTRIBUTIONS

3.1 Allocation of Profits and Losses. Except as provided below, the Company's net profits or net losses and each item of the Company's net income, gain, loss, deduction, credit and tax preference shall be determined on an annual basis, and shall be allocated, for purposes of both book and tax accounting, in accordance with the Percentage Interests of the Members as set forth in Section 2.2.

3.2 Distributions of Capital Proceeds. In the event of the sale, financing, refinancing, or other disposition of any of the assets of the Company and in the discretion of the Managers, the net proceeds of the sale, financing, refinancing, or other disposition (after deducting any expenses incurred in connection therewith) (hereinafter "Capital Proceeds"), in the sole discretion of the Managers, may be applied to pay any indebtedness of the Company, to purchase or finance any improvements to any Company assets, to pay any other expenses or to establish or increase any reserves deemed reasonably necessary by the Managers. Any balance remaining after the foregoing applications shall be distributed among the Members in the following manner:

(a) First, to the Members, pro rata, in repayment of the positive (credit) balances in their capital accounts.

(b) All remaining Capital Proceeds shall be distributed among the Members in accordance with their Percentage Interests in the capital of the Company set forth in Section 2.2.

3.3 Net Profits and Net Losses. The terms "net profits" and "net losses" as used in this Agreement and for accounting purposes shall mean taxable income and taxable losses, respectively, as calculated for federal income tax purposes.

3.4 Cash Available for Distribution. The term "cash available for distribution" shall mean gross cash operating receipts of the Company, less:

(a) All cash charges and business expenses incurred in the establishment and operation of the business of the Company;

(b) Principal and interest payments on Company indebtedness (including indebtedness, if any, to a Member or an affiliate or associate of a Member); and

(c) All cash reserves determined by the Managers to be necessary or desirable for the reasonable needs of the Company or for future investment or business opportunities (regardless of whether any specific opportunities have then been identified for consideration), including, but not limited to, reserves for contingencies, taxes, insurance, debt reduction and working capital.

3.5 Allocation of Tax Credits. Any tax credits arising out of the operation of the Company for a given year shall be allocated among the Members in the same manner as net profits and net losses are allocated for such year pursuant to Section 3.1.

3.6 Recapture of Tax Credits. The Members agree that any amounts of tax credit that are required to be recaptured, as a result of the disposition of any of the properties of the Company with respect to which any tax credit was claimed, will be allocated and taken into account with respect to each Member in the same proportion as the amounts of such tax credit were allocated to each Member.

3.7 Members' Accounts. The Company shall maintain separate capital accounts for each Member. The capital accounts shall at all times be maintained in accordance with the applicable requirements of Section 704 of the Internal Revenue Code of 1986 and the Treasury Regulations issued thereunder. Each Member's capital account shall consist of the Member's initial capital contribution, increased by (i) any additional capital contributions made by such Member, and (ii) such Member's share of Company profits, and shall be decreased by (iii) distributions to such Member in reduction of Company capital, and (iv) such Member's share of Company losses. Other positive and negative adjustments shall be made as required by Section 704 and the regulations thereunder.

ARTICLE IV – MANAGEMENT BY MANAGER

4.1 Management. The business of the Company shall be under the full and exclusive management of the Manager. The following rules shall apply:

(a) This Agreement shall be subject to the terms and conditions set forth in the Loan Servicing Agreement executed between CM Capital Services, LLC, and the Member.

(b) The Members may at any time elect additional Managers of the Company. The election of an additional Manager shall require the unanimous vote of Members of the Company.

(c) The Members may at any time remove a Manager from office. The removal of a Manager shall require the unanimous vote of Members of the Company. Provided, however, if such removal results in the Company having no Manager then serving, then the removed Manager shall continue to act as a Manager of the Company until replaced with a new Manager who is appointed by the unanimous vote of Members of the Company.

4.2 Votes by Members. Whenever, whether pursuant to this Operating Agreement or otherwise, a vote is taken by the Members of the Company or an action is required to be approved by the Members, such vote or action shall be taken or approved in accordance with the Members' respective Percentage Interests in the capital of the Company.

4.3 Limitation of Liability. Notwithstanding any provision of this Agreement to the contrary, the liability of the Members shall be limited as provided in the Act.

4.4 Responsibilities. The Manager shall spend such time in the management of the business of the Company as is necessary to fulfill effectively such duties as may be assigned to such Manager. The Manager shall be entitled to such compensation for their services rendered to the Company as may be determined by the vote of Members owning more than fifty Percent (50%) of the Percentage Interests in the capital of the Company. The Company shall reimburse the Manager for all direct out-of-pocket expenses incurred by them in connection with the formation of the Company and in managing the business of the Company.

4.5 Company Opportunities. No Manager or Member need offer to the Company any opportunity that may come to such Manager or Member, whether or not the opportunity is within the scope of the Company's business. Any Manager or Member shall be free to pursue any such opportunity independently of the Company and of the other Members.

4.6 Powers of Manager. Except as otherwise provided in this Agreement, the Manager shall have the full authority to control the business and affairs of the Company, to make and carry out all decisions affecting Company affairs, including, without limitation, the powers set forth in the Loan Servicing Agreement between CM Capital Services, LLC, and each Member, as well as the following in connection with and in furtherance of the Company business;

(a) Sell, transfer, lease, borrow against, mortgage, pledge or otherwise dispose of the assets of the Company in the ordinary course of business, and upon such terms and conditions and for such consideration as may be reasonable and prudent.

(b) Manage and operate the business of the Company or any Company property or assets, and enter into agreements with others with respect to the business and assets of the Company containing such terms, covenants and conditions as a Manager shall approve;

(c) Borrow money from banks or financial institutions and other lenders for any Company purpose;

(d) Enter into agreements and contracts with other parties and give receipts, releases and discharges with respect to all of the foregoing and any matters incident thereto as a Manager may deem advisable or appropriate;

(e) Maintain, at the expense of the Company, adequate records and books and accounts of all Company operations and expenditures; and cause the obtaining of and furnishing to each Member of annual financial statements as of the end of and for each fiscal year of the Company, together with tax reporting information;

(f) Make all elections available to the Company under the Internal Revenue Code;

(g) Retain accountants, investment advisors, legal counsel, appraisers, brokers, and other professional advisors for the purpose of planning, operating and carrying out the affairs of the Company, and the payment of fees, commissions or other compensation of such persons, firms or corporations shall be made by the Company and shall constitute expenses of the Company;

(h) Open, maintain and close bank accounts, make deposits therein, and draw checks and other orders for the payment of monies therefrom, all in the name and on behalf of the Company;

(i) Compile reports and be responsible for the preparation, signing and filing of federal and state information returns and other reports and documents required by law or this Operating Agreement;

(j) Collect and account for all monies payable to or owned by the Company and disburse the same in accordance with the terms of this Agreement; Company funds other than cash distributions to the Members shall be paid solely for Company obligations. No Member is authorized otherwise to withdraw or advance funds without unanimous written approval of the Members of the Company;

(k) Exchange on behalf of the Company all promissory notes, security agreements, deeds of trust, mortgages, loan documents, or other documents related to the purchase and sale, financing or refinancing of any Company Properties;

(l) Perform all other functions necessary for the day-to-day operation of the Company or its business or assets;

(m) Perform any and all other acts or activities customary or incident to the acquisition, ownership, management or occasional disposition of Company assets.

4.7 Additional Powers. As additional rights and powers, the Manager shall possess and may enjoy and exercise all of the rights and powers of a Manager as more particularly provided by the limited liability company laws of the State of Nevada, except to the extent any such rights may be limited or restricted by the express provisions of this Agreement.

4.8 Limitation on Powers. Notwithstanding anything to the contrary herein, no Manager or Member shall have any authority to:

(a) Take any action in contravention of this Agreement;

(b) Do any act that would make it impossible to carry out the ordinary business of the Company;

(c) Confess judgment against the Company;

(d) Possess Company properties or assign, increase, modify or consolidate or extend any mortgage, encumbrance, pledge or other rights of the Company in specific property for other than a Company purpose except as otherwise specifically provided herein;

(e) Commingle the funds of the Company with the funds of any Member or other person or entity; or

(f) Take any action contrary to the Loan Servicing Agreement or Special Power of Attorney between CM Capital Services, LLC, and any Member.

4.9 Transactions between Manager and Affiliates. No contract or other transaction between the Company and the Manager or any person, firm or corporation in which any of the Manager is a partner, owner, shareholder, member, manager, officer or director, or is otherwise financially interested, shall be either void, voidable or unenforceable because of such relationship or interest, or because any Manager approves or votes as a Manager to approve or ratify such contract or transaction, or because such Manager's vote or approval as a Manager is counted for such purpose, if the contract or transaction is upon terms and conditions that are competitive with those reasonably available to the Company from of unaffiliated persons rendering comparable services.

4.10 Indemnity. The Company does hereby indemnify and hold harmless its Members and Managers to the fullest extent permitted by NRS. Notwithstanding anything to the contrary in this Agreement, in no event will any indemnification obligation of the Company subject any Member to personal liability.

ARTICLE V – ACCOUNTS

5.1 Books and Accounts. The Company shall keep, at all times during the term of its existence, records of all transactions, assets and liabilities, profits and losses of the Company, together with all records required to be kept pursuant to Section 86.241 of the Act. All such records shall be kept at the principal place of business of the Company and shall be open for inspection by any Member for any proper purpose at all reasonable times.

5.2 Taxable Year: Method of Accounting. The Company shall keep its accounting records and shall report for income tax purposes on a cash basis and with a fiscal year ending on December 31 of each year, and shall report all income tax items in the same manner as a partnership (subject to applicable provisions of the Internal Revenue Code of 1986, as amended, or any future United States internal revenue law).

5.3 Income Tax Returns and Information. The Managers shall cause to be prepared and timely filed on behalf of the Company all necessary income tax returns, reports and elections of the Company. The Company shall provide to each Member information on the Company's taxable income or loss and each class of income, gain, loss, deduction and credit that is relevant to reporting Company affairs. The information shall also show each Member's distributive share of each class of income, gain, loss or deduction. This information shall be furnished to the Members as soon as possible after the close of the Company's taxable year, but no later than the first day of March of each year.

5.4 Section 754 Election. If requested by any Member, the Company shall file an election with the Internal Revenue Service pursuant to the provisions of Section 754 of the Internal Revenue Code.

5.5 Tax Controversies. The Manager authorized and required to represent the Company (at the expense of the Company) in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees to cooperate with the Manager and to do or refrain from doing any or all things reasonably required by the Manager to conduct such proceedings.

5.6 Transfers During Year. To avoid an interim closing of the Company's books and records, the share of profits and losses under Article III of a Member who transferred all or part of his Percentage Interest in the Company during the calendar year shall be determined by taking his proportionate share of the amount of profits and losses for the year. The proration shall be made based on the portion of the calendar year that has elapsed prior to the transfer. The balance of the profits and losses attributable to the transferred interest shall be allocated to the transferee of such Percentage Interest.

ARTICLE VI – TRANSFERS OF PERCENTAGE INTERESTS

6.1 Non-Assignability of Percentage Interests.

(a) No Member shall transfer or dispose of a Percentage Interest in the Company at any time during the term of this Agreement except upon the consent of the Manager. As used herein, the term "transfer" shall include any sale, gift, pledge, assignment, bequest, trade, exchange, and any other transfer of any kind, whether voluntary or involuntary, and whether or not for consideration.

(b) Notwithstanding the provisions of Section 6.1(a), the assignment of a portion of a Member's Percentage Interest to a revocable living trust or to a limited partnership that is controlled by the Member making the assignment shall not be deemed a "transfer" of a Percentage Interest, during such times that such assignee is and continues at all times to be controlled by the Member making such assignment, and provided, further, that any such assignee agrees to be bound by all provisions of this Agreement. Any event that results in the foregoing conditions ceasing to be satisfied shall be deemed to constitute a "transfer," for purposes of this Article VI, which transfer shall be deemed to take place upon the occurrence of the event that results in the foregoing conditions ceasing to be satisfied.

6.2 No Encumbrance. Except as provided in Section 6.9, no Member shall pledge, hypothecate, encumber or otherwise permit a security interest to attach to his Percentage Interest in the Company, as now owned or as may be hereafter acquired, or contract to pledge, hypothecate or encumber such Percentage Interest, without the prior written consent of the Manager. Whether or not such consent is given, the rights of any security holder shall be subordinate and subject to the rights and obligations created by this Agreement.

6.3 Transfer of Interest by Manager of the Company. A Manager who for any reason ceases to own a Percentage Interest in the Company or in another entity that is a Member shall cease to be a Manager. No other purchaser or other assignee or successor in ownership to a Manager shall, by acquiring the Percentage Interest of a Manager, thereby become a Manager.

ARTICLE VII – DISSOLUTION AND TERMINATION

7.1 Events of Dissolution. The Company shall continue perpetually unless the Company is sooner dissolved by:

(a) The determination of the Manager of the Company and with the consent of Members by a vote of Members owning seventy-five percent (75%) or more of the Percentage Interests in the capital of the Company or without the Manager of the Company if agreed to by all of the Members.

(b) The incapacity, bankruptcy, withdrawal or dissolution of the Manager; provided, however, that the Manager may decide, within ninety (90) days of the occurrence of such event, to continue the business of the Company, in which case the Company shall not dissolve;

(c) The business of the Company is concluded and the Property has been liquidated;

(d) Any event that makes it unlawful for the business of the Company to be carried on by the Members; or

(e) Any other event that causes a dissolution of a limited liability company under the Act.

7.2 Continuance of the Company. Notwithstanding the foregoing provisions of Section 7.1, upon the occurrence of an event described in subsection 7.1(c), the remaining Members shall have the right to continue the business of the Company. Such right may be exercised only by the affirmative unanimous vote of the remaining Members and, if there is only one remaining Member, provided that an additional individual or entity becomes a Member within 90 days after the occurrence of an event described in Section 7.1(c) to continue the business of the Company. If not so exercised, the right of the Members to continue the business of the Company shall expire and the Company's affairs shall be wound up as provided in this Article VII.

7.3 Final Accounting. In case of the Company's dissolution, the Members shall cause a proper accounting to be made from the date of the last previous accounting to the date of dissolution.

7.4 Liquidation. Upon the Company's dissolution and the failure of the remaining Members to continue the Company as provided in Section 7.2, a person selected by Members owing a majority of the Percentage Interests voting on the question shall act as liquidator to wind up the Company. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Company's assets and to wind up and liquidate the Company's affairs in an orderly and prudent manner. The Capital Accounts of the Members shall be adjusted to account for the operating income and deductions of the Company for the taxable year of the liquidation or dissolution and to account for any sales of Company assets, in the manner provided in Article III of this Agreement. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Company's assets and to wind up and liquidate the Company's affairs in an orderly and prudent manner. The liquidator shall distribute all proceeds of the liquidation to the Members first in repayment of the positive balances, if any, in their Capital Accounts; and thereafter in proportion to their respective Percentage Interests.

7.5 Distribution in Kind. If the liquidator shall determine that a portion of the Company's assets should be distributed in kind to the Members, it shall distribute such assets to the Members in undivided interests as tenants in common in proportion to their respective Percentage Interests. In the event that some or all of the Company's assets are not sold, the Members shall determine the fair market value of the unsold assets, and the gain or loss that would have been realized if the assets had then been sold shall be determined, and the Capital Accounts of the Members shall be adjusted accordingly.

7.6 Negative Capital Account Restoration. If, following the distributions provided in this Article VII, any Member has a deficit Capital Account balance, such Member shall be required to contribute cash to the Company in the amount of the deficit. Any cash so contributed to the Company shall be applied to pay Company creditors, or shall be distributed to the other Members, pro rata, in proportion to their positive Capital Account balances. Any contribution that is required to be made by reason of this Section shall be made not later than the end of the taxable year during which the Membership is liquidated or, if later, within ninety (90) days after the date of the liquidation.

7.7 Dissolution of Company. Upon the completion of the distribution of Company assets, the Company shall be terminated and the Members shall cause the Company to execute appropriate instruments of dissolution and to take such other actions as may be necessary to terminate the Company.

ARTICLE VIII – POWERS OF ATTORNEY

8.1 Appointment. By way of the the Special Power of Attorney and Loan Servicing Agreement executed by each Member, each Member has appointed the Manager of the Company, with full power of substitution, as such Member's true and lawful attorney, in such Member's name, place and stead to file articles of organization with the appropriate depositories and to execute, acknowledge, swear to and file (a) all amendments to this Agreement or to the articles of organization required by law of authorized or required by the provisions of this Agreement or the articles of organization; (b) all certificates and other instruments necessary to qualify or continue the Company as a limited liability company wherein the Members have limited liability in all states and jurisdictions in which the Company may transact business; and (c) all conveyances and other instruments that may be necessary to effect the Company's dissolution and termination. All powers and authority granted to CM Capital Services, LLC, by way of the Special Power of Attorney and the Loan Servicing Agreement executed by each Member are incorporated herein by reference as if set forth in full.

8.2 Nature of Power of Attorney. The power of attorney herein granted shall be deemed to be coupled with an interest and shall be irrevocable and survive the death or incompetency of the Members. In the event of any conflict between this Agreement and any instruments filed by such attorneys pursuant to the powers of attorney granted in this Section, this Agreement shall control.

ARTICLE IX – AMENDMENT TO AGREEMENT

Amendments to this Agreement and to the Articles of Organization may be proposed by any Member. The Member shall submit to the other Members any such proposed amendment. A proposed amendment shall become effective at such time as it has been approved in writing by Members owning more than fifty percent (50%) of the Percentage Interests in the capital of the Company; provide that, any provision in this agreement requiring a supermajority vote (for example, 75%) of the Members may only be amended by a vote of Members owning at least the same Percentage Interest in the capital of the Company as required for such supermajority vote.

ARTICLE X – GENERAL PROVISIONS

10.1 Notices

(a) Method for Notices. All notices required or permitted hereunder shall be sent by first class mail, postage prepaid, and addressed, if to Manager, as set forth in Section 1.9, above, and if to any Member, to their last known address on file with the Manager (except that any Member may from time to time give notice changing such Member's address for such purpose) and shall be effective on the date of receipt or on the fifth day after mailing, whichever is earlier.

(b) Computation of Time. In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday in the State of Nevada, in which event the period shall run until the end of the next day that is not a Saturday, Sunday or legal holiday in the State of Nevada.

(c) Notice to Transferees. No transferee of the Percentage Interest of any Member, regardless of whether the transfer was permitted by this Agreement, shall be entitled to receive a notice independently of the notice sent to the Member who made the transfer. A notice sent or given to a Member shall be deemed to have been sent and given to all transferees of the Member.

10.2 Titles and Captions. All Article and Section titles and captions in this Agreement are for convenience or reference only, and shall not be deemed part of this Agreement, and in no way define, limit, extend or describe the scope or intent of any provisions hereof.

10.3 Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns, pronouns and verbs shall include the plural, and vice versa.

10.4 Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and, except as provided in Article IX, may not be amended nor may any rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver. This Agreement replaces and supersedes any and all previous Operating Agreements for the Company.

10.5 Applicable Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Nevada, without giving effect to principles of conflicts of laws.

10.6 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Members and their respective heirs, executors, administrators, successors, legal representatives and assigns.

10.7 Rights and Remedies. The rights and remedies of the Members hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision. Each Member confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations of the Members hereunder shall be enforceable by specific performance, injunction or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other parties for a breach or threatened breach of any provision hereof, it being the intention of the Members by this provision to make clear their agreement that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

10.8 Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

10.9 Further Action. The Members shall execute and deliver all documents, provide all information, and take or forebear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

10.10 Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute one Agreement binding on all of the parties notwithstanding that all the parties are not signatories to the original or the same counterpart. Each party shall become bound by the Agreement immediately upon affixing his signature hereto, independently of the signature of any other party. A facsimile signature shall have the same effect as an original.

10.11 Waiver of Partition. Each Member hereby waives any right to partition of the property of the Company.

IN WITNESS WHEREOF, the Manager has executed this Agreement as of the year and date first written above.

"Manager"

CM CAPITAL SERVICES, LLC

By: Andrew Menlove
Its: Authorized Agent

EXHIBIT A

EXHIBIT A

CMC#: 3069

Michael T Brunsvold, an Unmarried Man AS TO AN UNDIVIDED 30.00 / $2,438.00 INTEREST.

Stephen T Chenin, DDS, LTD Profit Sharing Plan AS TO AN UNDIVIDED 16.00 / $2,438.00 INTEREST.

S. George Goich, a Widower AS TO AN UNDIVIDED 45.00 / $2,438.00 INTEREST.

Sybil Lovaas, an Unmarried Woman AS TO AN UNDIVIDED 50.00 / $2,438.00 INTEREST.

Jeff Phalen and Cindy Phalen; Husband and Wife Together as Joint Tenants AS TO AN UNDIVIDED 25.00 / $2,438.00 INTEREST.

Rice Family 2002 Trust, dated 9/17/02; Alonzo M Rice and Linda L Rice, Trustees AS TO AN UNDIVIDED 40.00 / $2,438.00 INTEREST.

James Walker and Laurie Walker; Husband and Wife Together as Joint Tenants AS TO AN UNDIVIDED 150.00 / $2,438.00 INTEREST.

KM Trust, dated 9/1/05; Kwong Ma, Trustee AS TO AN UNDIVIDED 25.00 / $2,438.00 INTEREST.

Boxed Resources, L.P.; a Nevada Limited Partnership AS TO AN UNDIVIDED 100.00 / $2,438.00 INTEREST.

Brown Revocable Trust, dated 7/6/00; Thomas Brown and Elvina Brown, Trustees AS TO AN UNDIVIDED 25.00 / $2,438.00 INTEREST.

Heid Living Trust, dated 4/19/99 AS TO AN UNDIVIDED 20.00 / $2,438.00 INTEREST.

Brent and Miko Tunnell Revocable Trust Agreement, dated 5/22/03 AS TO AN UNDIVIDED 400.00 / $2,438.00 INTEREST.

Stuart Myers, an Unmarried Man AS TO AN UNDIVIDED 21.30 / $2,438.00 INTEREST.

Sharon Kaye, an Unmarried Woman AS TO AN UNDIVIDED 21.00 / $2,438.00 INTEREST.

The Perry R Harbour and Mary M Harbour Joint Living Trust, dated 11/25/02 AS TO AN UNDIVIDED 20.00 / $2,438.00 INTEREST.

Tamice K Hirschey, a Single Woman AS TO AN UNDIVIDED 100.00 / $2,438.00 INTEREST.

Torrey Capital Mortgage Fund, LLC; a California Limited Liability Company AS TO AN UNDIVIDED 200.00 / $2,438.00 INTEREST.

Jay A Pandaleon Profit Sharing Plan & Trust, dated 1/1/75; Jay A Pandaleon and Leigh B Pandaleon, Trustees AS TO AN UNDIVIDED 20.00 / $2,438.00 INTEREST.

CMC#: 3069

First Savings Bank, Custodian of the funds for Michael S. Stewart, IRA AS TO AN UNDIVIDED 25.00 / $2,438.00 INTEREST.

Avila Master Fund, LP, a Cayman Islands Limited Partnership AS TO AN UNDIVIDED 1,104.70 / $2,438.00 INTEREST.

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STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
a) 125-19-301-013
b)
c)
d)

2. Type of Property

a) [X] Vacant Land	b) [ ] Single Fam. Res	**FOR RECORDERS OPTIONAL USE ONLY**
c) [ ] Condo/Twnhse	d) [ ] 2-4 Plex	Document/Instrument
e) [ ] Apt. Bldg.	f) [ ] Comm'l/Ind'l	Book ______ Page: ______
g) [ ] Agricultural	h) [ ] Mobile Home	Date of
i) [ ] Other		Notes

3. Total Value/Sales Price of Property: $429,000.00
Deed in Lieu of Foreclosure Only (value of property) ($)
Transfer Tax Value: $429,000.00
Real Property Transfer Tax Due: $2,187.90

4. If Exemption Claimed:
a. Transfer Tax Exemption, per 375.090, Section:
b. Explain reason for exemption:

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: Hiroko Rhodes Capacity: Seller
Signature: Capacity:

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)	
Print Name:	Hiroko Rhodes	Print Name:	c/o Focus Commercial Group
Address:	20300 Alfresco Avenue	Address:	3455 Cliff Shadows Parkway, Suite
City:	Red Bluff	City:	Las Vegas
State:	CA Zip: 96080	State:	NV Zip: 89129

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: First American Title Insurance Company National File Number: NCS-44941-HHLV cd/rs
Address 3960 Howard Hughes Parkway, Suite 380
City: Las Vegas State: NV Zip: 89109

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

2213

COPY

20040315
02213

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)
   a) 125-19-301-013
   b)
   c)
   d)

2. Type of Property

a) [X] Vacant Land	b) [ ] Single Fam. Res		
c) [ ] Condo/Twnhse	d) [ ] 2-4 Plex		
e) [ ] Apt. Bldg.	f) [ ] Comm'l/Ind'l		
g) [ ] Agricultural	h) [ ] Mobile Home		
i) [ ] Other			

FOR RECORDERS OPTIONAL USE ONLY
Document/Instrument #:
Book: Page:
Date of
Notes:

3. Total Value/Sales Price of Property: $429,000.00
   Deed in Lieu of Foreclosure Only (value of property) ($)
   Transfer Tax Value: $429,000.00
   Real Property Transfer Tax Due $2,187.90

4. If Exemption Claimed:
   a. Transfer Tax Exemption, per 375.090, Section:
   b. Explain reason for exemption:

5. Partial Interest: Percentage being transferred: %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: [signature] Capacity: Buyer
Signature: Capacity:

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)	
Print Name:	Hiroko Rhodes	Print Name:	c/o F... Commercial Group
Address:	20300 Alfresco Avenue	Address:	3456 ... Shadows Parkway, Suite
City:	Red Bluff	City:	Las Vegas
State: CA	Zip: 96080	State: NV	Zip: 89129

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: First American Title Insurance Company National File Number: NCS-4...241-HHLY cdm
Address: 3960 Howard Hughes Parkway, Suite 380
City: Las Vegas State: NV Zip: 89109

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Reproduced by First American Title Insurance

2213

CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER
RECORDED AT THE REQUEST OF:
FIRST AMERICAN TITLE COMPANY OF NV
03-15-2004 14:12 AEA
OFFICIAL RECORDS
BOOK/INSTR:20040315-02213
PAGE COUNT: 2
FEE: 49.00
RPTT: 2187.90
NON-COMPLIANCE CHARGE INC: 25.00

20040315
.02213

Recording Requested by:
First AmericanTitle Insurance Co.
APN: 125-19-301-013
Escrow Number: 108-44941 CD
WHEN RECORDED MAIL TO AND
TAX STATEMENTS TO:
R.P.T.T.$2187.90
Brain Surgery, LLC
3455 Cliffs Shadows Parkway, STe. 220
Las Vegas, Nv. 89129

GRANT BARGAIN AND SALE DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereb, acknowledged,

Hiroko Rhodes, a widow

do(es) hereby GRANT, BARGAIN AND SELL TO:

BRAIN SURGERY, LLC, a Nevada limited liability company

The real property situated in the County of Clark, State of Nevada described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof for complete legal description

Subject to:

1. All general and special taxes for the current year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

X Hiroko Rhodes 9/8/03
Hiroko Rhodes Date:

State of)
) ss.
County of)

This instrument was acknowledged before me on September 8, 2003 by Hiroko Rhodes

Glenda Exley
Glenda B Exley
Notary Public
(My Commission expires 5-9-06)

GLENDA EXLEY
COMM. # 1345634
NOTARY PUBLIC-CALIFORNIA
BUTTE COUNTY
COMM. EXP. MARCH 9, 2006

20040315
.02213

Exhibit "A"

Government Lot 28 in Section 19, Township 19 South, Range 60 East, M.D.B. & M.

Excepting therefrom that portion as conveyed to the County of Clark in that certain document recorded April 3, 1998 in Book 980403 as Instrument No. 00327 of Official Records.

20090527-0000805
Fee: $20.00 RPTT: $734.40
N/C Fee: $25.00
05/27/2009 09:21:21
T20090183666
Requestor:
CHICAGO TITLE THE POINTE
Debbie Conway MSH
Clark County Recorder Pgs: 10

APN: 125-19-301-004 and 125-19-301-005
Affix R.P.T.T.

WHEN RECORDED MAIL TO and
MAIL TAX STATEMENT TO:

Bobby Choudhury
1291 W. Galleria Drive
Suite #220
Henderson, NV 89014

09006211-FB

QUITCLAIM DEED IN LIEU OF FORECLOSURE

THIS INDENTURE WITNESSETH:

That in consideration of $10.00 and other valuable consideration, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to SW Commercial 3068 LLC, a Nevada limited * , all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:
*liability company

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness my hand on

May 12, 2009.

GRANTOR

SOUTHWEST DESERT EQUITIES, LLC
BY: HOLDINGS MANAGER, LLC, its Manager

By: ______________________
John A. Ritter John A. Ritter

Its: Manager Its: Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on May 12, 2009 by John A. Ritter as Manager of Holdings Manager, LLC, a Nevada limited liability company as Manager of Southwest Desert Equities, LLC, a Nevada limited liability company.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
A. DALTON
Appt. No. 00-64522-1
My Appt. Expires March 22, 2010

Notary Public
A. Dalton
00-64522-1
3/22/10

ESTOPPEL AFFIDAVIT

State of Nevada
County of Clark

Southwest Desert Equities, LLC, being first duly sworn, deposes and says:

That Southwest Desert Equities, LLC is the identical party who executed and delivered that certain Deed in Lieu of Foreclosure to SW Commercial 3068, LLC, dated May 12, 2009, conveying the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

That the aforesaid Deed is an absolute conveyance of the title to said property to the Grantee, and not a mortgage, trust conveyance, or security of any kind. AFFIANT, AS AUTHORIZED BY AND ON BEHALF OF SOUTHWEST DESERT EQUITIES, LLC, CONVEYS TO THE GRANTEE ALL OF SOUTHWEST DESERT EQUITIES, LLC'S RIGHT, TITLE, INTEREST AND POSSESSION TO THE PROPERTY. That it was a free and voluntary act; that neither I nor Southwest Desert Equities, LLC were acting under any coercion or duress; that the consideration for said Deed is the full cancellation of all debts, obligations, costs and charges secured by that certain Deed of Trust heretofore existing on said property, executed by Southwest Desert Equities, LLC, as Trustor, to Stewart Title, as trustee for the benefit of SW Commercial 3068, LLC, as Beneficiary, which was recorded on December 7, 2007, as Instrument No. 0003713, in Book 20071207 of Official Records, Clark County, Nevada. Affiant believes that the consideration represents a fair value for the deeded Property.

That this affidavit is made for the protection and benefit of the Grantee in the Deed, its successors and assigns and all other parties who may acquire an interest in the property herein described, and particularly for the benefit of the title company about to insure the title to said property in reliance thereon, and for any other title company which may hereafter by instituted, to the truth of the particular facts herein above set forth.

...

...

That affiant will testify, declare, depose or certify before any competent tribunal, officer, or person in any case now pending or which may hereafter be instituted, to the truth of the particular facts herein above set forth.

DATED: May 12, 2009

GRANTOR:

SOUTHWEST DESERT EQUITIES, LLC
By: Holdings Manager, LLC, its Manager

By: ______________________
John A. Ritter, its Manager
John A. Ritter, its Manager

The Grantee joins in the execution of this instrument in acceptance of the terms and conditions contained herein.

CONSOLIDATED MORTGAGE, LLC, as agent for those beneficiaries listed on Exhibit A attached hereto

By: ______________________

Its: Todd Parriott, Manager

BENEFICIARY

SW COMMERCIAL 3068, LLC, A NEVADA LIMITED LIABILITY COMPANY

Exhibit A

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

PARCEL 1:

The East Half (E 1/2) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 19, Township 19 South, Range 60 East, M.D.M.

Also known as the North Half (N ½) of Government Lot Twenty One (21);

PARCEL 2:

The East Half (E 1/2) of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 19, Township 19 South, Range 60 East, M.D.M.

Also known as the South Half (S 1/2) of Government Lot Twenty One (21);

DEED OF TRUST RECORDED DECEMBER 7, 2007 IN BOOK 20071207, DOCUMENT NO. 0003713;

ASSIGNMENT OF DEED OF TRUST RECORDED MARCH 31, 2008 IN BOOK 20080331, DOCUMENT NO. 0004466;

ASSIGNMENT OF DEED OF TRUST RECORDED SEPTEMBER 2, 2008 IN BOOK 20080902, DOCUMENT NO. 003625;

ASSIGNMENT OF DEED OF TRUST RECORDED NOVEMBER 19, 2008 IN BOOK 20081119, DOCUMENT NO. 0002056;

ASSIGNMENT OF DEED OF TRUST RECORDED 5-26-09 IN BOOK 20090526 AS DOCUMENT NO. 0003103.

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

a) 125-19-301-004/005

b)

c)

d)

F M

2. Type of Property:

a) ☑ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
☐ Other ______

FOR RECORDER'S OPTIONAL USE ONLY
Book:______ Page:______
Date of Recording:______
Notes: dil sas

3. a. Total Value/Sales Price of Property: $2,479,000.00
   b. Deed in Lieu of Foreclosure Only (value of property): (2,335,000.00)
   c. Transfer Tax Value: $144,000.00
   d. Real Property Transfer Tax Due: $ 734.40 SEE ATTACHED

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption, per NRS 375.090, Section: ___
   b. Explain Reason for Exemption: ___

5. Partial Interest: Percentage being transferred: ___%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature ______ Capacity Grantor

Signature Signed in counterpart Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Southwest Desert Equities LLC
Address: 3455 Cliff Shadows #220
City: Las Vegas
State: NV Zip: 89129

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: SW Commercial 3068, LLC
Address: 1291 Galleria Drive #220
City: Henderson
State: NV Zip: 89014

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Chicago Title
Address: 2370 Corporate Circle #100
City/State/Zip: Henderson, NV 89074

Escrow #: 09006211-027

Con't

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   a) 125-19-301-004/005
   b)
   c)
   d)
2. Type of Property:
   a) ☑ Vacant Land b) ☐ Single Fam. Res.
   c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
   e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
   g) ☐ Agricultural h) ☐ Mobile Home
   ☐ Other

FOR RECORDER'S OPTIONAL USE ONLY
Book:_____ Page:_____
Date of Recording:_____
Notes:

3. a. Total Value/Sales Price of Property: $2,479,000.00
   b. Deed in Lieu of Foreclosure Only (value of property): (2,335,000.00)
   c. Transfer Tax Value: $144,000.00
   d. Real Property Transfer Tax Due: $ 734.40 SEE ATTACHED
4. If Exemption Claimed:
   a. Transfer Tax Exemption, per NRS 375.090, Section: ___
   b. Explain Reason for Exemption: ___
5. Partial Interest: Percentage being transferred: ___%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantor
Signature Signed in counterpart Capacity Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)
Print Name: Southwest Desert Equities LLC
Address: 3455 Cliff Shadows #220
City: Las Vegas
State: NV Zip: 89129

BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: SW Commercial 3068, LLC
Address: 1291 Galleria Drive #220
City: Henderson
State: NV Zip: 89014

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
Print Name: Chicago Title
Escrow #: 09006211-027
Address: 2370 Corporate Circle #100
City/State/Zip: Henderson, NV 89074

Con't

DEED OF TRUST RECORDED DECEMBER 7, 2007 IN BOOK 20071207, DOCUMENT NO. 0003713;

ASSIGNMENT OF DEED OF TRUST RECORDED MARCH 31, 2008 IN BOOK 20080331, DOCUMENT NO. 0004466;

ASSIGNMENT OF DEED OF TRUST RECORDED SEPTEMBER 2, 2008 IN BOOK 20080902, DOCUMENT NO. 003625;

ASSIGNMENT OF DEED OF TRUST RECORDED NOVEMBER 19, 2008 IN BOOK 20081119, DOCUMENT NO. 0002056;

ASSIGNMENT OF DEED OF TRUST RECORDED 5-26-09 IN BOOK 20090526 AS DOCUMENT NO. 0003103.

Inst #: 201001250002333
Fees: $18.00 N/C Fee: $25.00
RPTT: $0.00 Ex: #
01/25/2010 11:32:32 AM
Receipt #: 206005
Requestor:
NEVADA TITLE LAS VEGAS
Recorded By: AEA Pgs: 7
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN 125-19-301-003

Affix R.P.T.T., $ --0--

ESCROW NO.: 09-12-0881-VKB

MAIL TAX STATEMENTS TO:

Nevada Commerce Bank
6795 Edmond Street #160
Las Vegas, NV 89118

DEED IN LIEU OF FORECLOSURE

THIS INDENTURE WITNESSETH: That **Desert Hills Properties, LLC, a Nevada limited liability company** ,

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to **Nevada Commerce Bank** , all that real property situated in the County of Clark State of Nevada, bounded and described as follows:

THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 19, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M.

ALSO KNOWN AS GOVERNMENT LOT TWENTY-TWO (22).

This Deed is an absolute conveyance, the Grantor(s) having sold said land to the Grantee(s) for a fair and adequate consideration, such consideration, in addition to that above recited, being full satisfaction of all obligations secured by the Deed of Trust executed by Desert Hills Properties, LLC, a Nevada limited liability company, as Trustor, to Chicago Title, as Trustee, Nevada Commerce Bank, as beneficiary, recorded in Book 20071130 as Document No. 0001801 Official Records of Clark County, Nevada.

Grantor(s) declare that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this Deed between the Grantor(s) and Grantee(s) with respect to said land.

Grantee(s) join in the execution of this Deed for the purpose of evidencing that the Grantee(s) hereby accept this conveyance as being full satisfaction of all obligations secured by Deed of Trust above described.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Dated: January 21, 2010

Grantor:

Desert Hills Properties, LLC, a Nevada limited liability company

By: Holdings Manager, LLC, A Nevada Limited Liability Company, Manager

John Ritter

By: John Ritter, Manager

John Ritter Manager

State of NEVADA }
} ss:
County of Clark }

This instrument was acknowledged before me on January 22, 2010

by John Ritter, Manager on behalf of Holdings Manager, LLC, a Nevada limited liability company, Manager for Desert Hills Properties, LLC, a Nevada limited liability company

NOTARY PUBLIC
My Commission Expires: 3/22/2010

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
A. DALTON
Appt. No. 00-64522-1
My Appt. Expires March 22, 2010

A. Dalton
00 - 64522-1
exp 3-22-2010

Grantor(s) declare that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this Deed between the Grantor(s) and Grantee(s) with respect to said land.

Grantee(s) join in the execution of this Deed for the purpose of evidencing that the Grantee(s) hereby accept this conveyance as being full satisfaction of all obligations secured by Deed of Trust above described.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Dated: January 21, 2010

Grantor:

Clarification page

Desert Hills Properties, LLC, a Nevada limited liability company

By: Holdings Manager, LLC, A Nevada Limited Liability Company, Manager

By: John Ritter, Manager

State of NEVADA }
} ss:
County of Clark }

This instrument was acknowledged before me
on

by John Ritter, Manager on behalf of Holdings Manager, LLC, a Nevada limited liability company, Manager for Desert Hills Properties, LLC, a Nevada limited liability company

NOTARY PUBLIC
My Commission
Expires:

Grantee:

Nevada Commerce Bank

By: Jeff Nicholl, Executive Vice President

Jeff Nicholl, Executive Vice President

State of NEVADA }
} ss:
County of Clark }

This instrument was acknowledged before me on 1-22-2010
Jeff Nicholl, Executive Vice President on behalf of
by Nevada Commerce Bank

Cora J. Friedl
NOTARY PUBLIC
My Commission
Expires: 5-15-2011

Cora J. Friedl
#07-3147-1
exp 5-15-2011

CORA J. FRIEDL
Notary Public State of Nevada
No. 07-3147-1
My appt. exp. May 15, 2011

Grantee:

Nevada Commerce Bank

____
By: Jeff Nicholl, Executive Vice President

Clarification page

State of NEVADA }
} ss:
County of Clark }

This instrument was acknowledged before me on ______________________
Jeff Nicholl, Executive Vice President on behalf of
by Nevada Commerce Bank

____
NOTARY PUBLIC
My Commission
Expires: ______________________

State of Nevada
Declaration of Value Form

1. Assessor Parcel Number(s)
   a) 125-19-301-003
   b) __________
   c) __________
   d) __________

2. Type of Property:
   a. ☐ Vacant Land b. ☐ Sgl. Fam. Residence
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg. f. X Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   ☐ Other __________

FOR RECORDER'S OPTIONAL USE ONLY
Book: ______ Page ______
Date of Recording: ______
Notes:

3. a. Total Value/Sales Price of Property — $1,375,000.00
   b. Deed in Lieu of Foreclosure Only (value of property) — $2,000,000.00
   c. Transfer Tax Value: — $-625,000.00
   d. Real Property Transfer Tax Due — $-0-

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption, per NRS 375.090, Section: __________
   b. Explain Reason for Exemption: Deed in Lieu of Foreclosure on that certain Deed of Trust Recorded 11/30/2007 as Document no. 0001801, Book 20071130, Clark County, Nevada records

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. **Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.**

Signature: __________ Capacity: GRANTOR/SELLER

Signature: __________ Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)	
Print Name:	Desert Hills Properties, LLC, a Nevada limited liability company	Print Name:	Nevada Commerce Bank
Address:	3455 Cliff Shadows Parkway, #220	Address:	6795 Edmond Street #160
City:	Las Vegas	City:	Las Vegas
State:	NV Zip: 89129-1077	State:	NV Zip: 89118

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Nevada Title Company Esc. #: 09-12-0881-VKB
Address: 2500 N. Buffalo Drive, Suite 150
City: Las Vegas State: NV Zip: 89128

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

State of Nevada
Declaration of Value Form

1. Assessor Parcel Number(s)
   a) 125-19-301-003
   b)
   c)
   d) Clarification Page

2. Type of Property:

a.	☐	Vacant Land	b.	☐	Sgl. Fam. Residence
c.	☐	Condo/Twnhse	d.	☐	2-4 Plex
e.	☐	Apt. Bldg.	f.	X	Comm'l/Ind'l
g.	☐	Agricultural	h.	☐	Mobile Home
	☐	Other			

FOR RECORDER'S OPTIONAL USE ONLY
Book:__________ Page __________
Date of Recording:__________
Notes:

3. a. Total Value/Sales Price of Property — $1,375,000.00
   b. Deed in Lieu of Foreclosure Only (value of property) — $2,000,000.00
   c. Transfer Tax Value: — $-625,000.00
   d. Real Property Transfer Tax Due — $-0-

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption, per NRS 375.090, Section:
   b. Explain Reason for Exemption: Deed in Lieu of Foreclosure on that certain Deed of Trust Recorded 11/30/2007 as Document no. 0001801 Book 20071130, Clark County, Nevada records

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. **Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.**

Signature: ______________________ Capacity: GRANTOR/SELLER

Signature: ______________________ Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)	
Print Name:	Desert Hills Properties, LLC, a Nevada limited liability company	Print Name:	Nevada Commerce Bank
Address:	3455 Cliff Shadows Parkway, #220	Address:	6795 Edmond Street #160
City:	Las Vegas	City:	Las Vegas
State:	NV Zip: 89129-1077	State:	NV Zip: 89118

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Nevada Title Company Esc. #: 09-12-0881-VKB
Address: 2500 N. Buffalo Drive, Suite 150
City: Las Vegas State: NV Zip: 89128

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

20090526-0003762
Fee: $19.00 RPTT: $0.00
N/C Fee: $25.00
05/26/2009 16:22:10
T20090183234
Requestor:
CHICAGO TITLE THE POINTE
Debbie Conway MJM
Clark County Recorder Pgs: 9

APN: 125-19-301-002
Affix R.P.T.T.

WHEN RECORDED MAIL TO and
MAIL TAX STATEMENT TO:

Bobby Choudhury
1291 W. Galleria Drive
Suite #220
Henderson, NV 89014

09006212-FB

QUITCLAIM DEED IN LIEU OF FORECLOSURE

THIS INDENTURE WITNESSETH:

That in consideration of $10.00 and other valuable consideration, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to NW Commercial 3069, LLC, a Nevada limited * , all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

*liability company

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness my hand on

May 12, 2009.

GRANTOR

NORTHWEST INVESTMENTS, LLC
BY: HOLDINGS MANAGER, LLC, its Manager

By:
John A. Ritter John A. Ritter

Its: Manager Its: Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on May 12, 2009 by John A. Ritter as Manager of Holdings Manager, LLC, a Nevada limited liability company as Manager of Northwest Investments, LLC, a Nevada limited liability company.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
A. DALTON
Appt. No. 00-64522-1
My Appt. Expires March 22, 2010

Notary Public A. Dalton

00-64522-1
3/22/10

ESTOPPEL AFFIDAVIT

State of Nevada
County of Clark

Northwest Investments, LLC, being first duly sworn, deposes and says:

That Northwest Investments, LLC is the identical party who executed and delivered that certain Deed in Lieu of Foreclosure to NW Commercial 3069, LLC dated May 12, 2009, conveying the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

That the aforesaid Deed is an absolute conveyance of the title to said property to the Grantee, and not a mortgage, trust conveyance, or security of any kind. AFFIANT, AS AUTHORIZED BY AND ON BEHALF OF NORTHWEST INVESTMENTS, LLC CONVEYS TO THE GRANTEE ALL OF NORTHWEST INVESTMENTS, LLC'S RIGHT, TITLE, INTEREST AND POSSESSION TO THE PROPERTY. That it was a free and voluntary act; that neither I nor were acting under any coercion or duress; that the consideration for said Deed is the full cancellation of all debts, obligations, costs and charges secured by that certain Deed of Trust heretofore existing on said property, executed by Southwest Desert Equities, LLC, as Trustor, to Stewart Title of Nevada as trustee for the benefit of NW Commercial 3069, LLC as Beneficiary, which was recorded on December 12, 2007, as Instrument No. 03431, in Book 20071213 of Official Records, Clark County, Nevada. Affiant believes that the consideration represents a fair value for the deeded Property.

That this affidavit is made for the protection and benefit of the Grantee in the Deed, its successors and assigns and all other parties who may acquire an interest in the property herein described, and particularly for the benefit of the title company about to insure the title to said property in reliance thereon, and for any other title company which may hereafter by instituted, to the truth of the particular facts herein above set forth.

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. . .

. . .

. .

That affiant will testify, declare, depose or certify before any competent tribunal, officer, or person in any case now pending or which may hereafter be instituted, to the truth of the particular facts herein above set forth.

DATED: 5/12/09

GRANTOR:
NORTHWEST INVESTMENTS, LLC
~~SOUTHWEST DESERT EQUITIES, LLC~~
By: Holdings Manager, LLC, its Manager

By: ______________________
John A. Ritter, its Manager
John A. Ritter, its Manager

The Grantee joins in the execution of this instrument in acceptance of the terms and conditions contained herein.

CONSOLIDATED MORTGAGE, LLC, as agent for those beneficiaries listed on Exhibit A attached hereto

By: ______________________

Its: Todd Parriott, Manager

BENEFICIARY

NW COMMERCIAL 3069, LLC, A NEVADA LIMITED LIABILITY COMPANY

EXHIBIT "A"
LEGAL DESCRIPTION

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

The East Half (E 1/2) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 19, Township 19 South, Range 60 East, M.D.B. & M.

Also known as Government Lot Twenty-Three (23).

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   - a) 125-19-301-002
   - b)
   - c)
   - d)

2. Type of Property:

a) ☑ Vacant Land	b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse	d) ☐ 2-4 Plex
e) ☐ Apt. Bldg.	f) ☐ Comm'l/Ind'l
g) ☐ Agricultural	h) ☐ Mobile Home
☐ Other	

FOR RECORDER'S OPTIONAL USE ONLY
Book:____________ Page:____________
Date of Recording:____________
Notes:

3. a. Total Value/Sales Price of Property: $2,546,441.44
   b. Deed in Lieu of Foreclosure Only (value of property): (2,750,000.00)
   c. Transfer Tax Value: $-0-
   d. Real Property Transfer Tax Due: $-0- SEE ATTACHED

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption, per NRS 375.090, Section: ___
   b. Explain Reason for Exemption: ___

5. Partial Interest: Percentage being transferred: ___%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature______________ Capacity Grantor
Signature Signed in counter part Capacity Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	**BUYER (GRANTEE) INFORMATION (REQUIRED)**
Print Name: Northwest Investments, LLC	Print Name: NW Commercial 3069, LLC
Address: 3455 Cliff Shadows #220	Address: 1291 Galleria Drive #220
City: Las Vegas	City: Henderson
State: NV Zip: 89129	State: NV Zip: 89014

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Chicago Title
Address: P.O. Box 70480
City/State/Zip: Las Vegas, Nevada 89170-0480
Escrow #: 09006212-027

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   a) 125-19-301-002
   b)
   c)
   d)

DIL VALUE OK GW

2. Type of Property:
   a) ☑ Vacant Land   b) ☐ Single Fam. Res.
   c) ☐ Condo/Twnhse   d) ☐ 2-4 Plex
   e) ☐ Apt. Bldg.   f) ☐ Comm'l/Ind'l
   g) ☐ Agricultural   h) ☐ Mobile Home
   ☐ Other

FOR RECORDER'S OPTIONAL USE ONLY
Book: ________ Page: ________
Date of Recording: ________
Notes:

3. a. Total Value/Sales Price of Property: $2,546,441.44
   b. Deed in Lieu of Foreclosure Only (value of property): (2,750,000.00)
   c. Transfer Tax Value: $-0-
   d. Real Property Transfer Tax Due: $-0- SEE ATTACHED

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption, per NRS 375.090, Section: ___
   b. Explain Reason for Exemption: ___

5. Partial Interest: Percentage being transferred: ___%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature ________ Capacity Grantor
Signature Signed in Counterpart Capacity Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)
Print Name: Northwest Investments, LLC
Address: 3455 Cliff Shadows #220
City: Las Vegas
State: NV Zip: 89129

BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: NW Commercial 3069, LLC
Address: 1291 Galleria Drive #220
City: Henderson
State: NV Zip: 89014

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
Print Name: Chicago Title
Address: P.O. Box 70480
City/State/Zip: Las Vegas, Nevada 89170-0480
Escrow #: 09006212-027

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

ASSESSOR COPY

DEED OF TRUST RECORDED DECEMBER 13, 2007 IN BOOK 20071213, DOCUMENT NO. 03431

DEED OF TRUST RECORDED DECEMBER 13, 2007 IN BOOK 22071213, DOCUMENT NO. 03431;

ASSIGNMENT OF DEED OF TRUST RECORDED DECEMBER 27, 2007 IN BOOK 20071227, DOCUMENT NO. 0003705;

ASSIGNMENT OF DEED OF TRUST RECORDED FEBRUARY 8, 2008 IN BOOK 20080208, DOCUMENT NO. 0004860;

ASSIGNMENT OF DEED OF TRUST RECORDED SEPTEMBER 2, 2008 IN BOOK 20080902, DOCUMENT NO. 0003627;

ASSIGNMENT OF DEED OF TRUST RECORDED 5-26-09 IN BOOK 20090526, DOCUMENT NO. 0003151

20020425
.01791

State of Nevada
Declaration of Value

1. Assessor's Parcel Number(s)

a) 125-19-301-001

b)

c)

d)

2. Type of Property:

a) ☒ Vacant Land
b) ☐ Single Fam. Resi
c) ☐ Condo/Twnhse
d) ☐ 2-4 Plex
e) ☐ Apt. Bldg.
f) ☐ Comm'l/Ind'l
g) ☐ Agricultural
h) ☐ Mobile Home
i) ☐ Other ________

FOR RECORDER'S OPTIONAL USE ONLY
Document/Instrument #:
Book: ______ Page: ______
Date of Recording:
Notes:

3. Total Value/Sales Price of Property: $475,000.00

Deed in Lieu of Foreclosure Only (value of property): (___)

Transfer Tax Value: $435,000.00

Real Property Transfer Tax Due: $1,187.50

4. **If Exemption Claimed:**

a. Transfer Tax Exemption, per NRS 375.090, Section: __

b. Explain Reason for Exemption: ______

5. Partial Interest: Percentage being transferred: __ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature ____________ Capacity ____________

Signature ____________ Capacity ____________

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: [illegible] Limited Partnership

Address: [illegible]

City: Irvine

State: CA Zip: 92606

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: KR Land Company, LLC

Address: 3320 N. Buffalo #204

City: Las Vegas

State: NV Zip: 89129

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: United Title of Nevada
Escrow #:02122213-027
Address: P.O. Box 70480
City/State/Zip: Las Vegas, Nevada 89170-0480

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/ MICROFILMED)

COPY

20020425
.01791

APN. 125-19-301-001
Affis R.P.T.T. $1,187.50
WHEN RECORDED MAIL TO:
KR Land Company, LLC
3320 N. Buffalo, #204
Las Vegas, NV 89129

MAIL TAX STATEMENTS TO:
KR Land Company, LLC
3320 N. Buffalo, #204
Las Vegas, NV 89129

(2)

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That
Sani Limited Partnership, a Nevada Limited Partnership

in consideration of $10.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

KR Land Company, LLC, a Nevada Limited Liability Company

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:
All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

The West Half (W ½) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 19, Township 19 South, Range 60 East, M.D.B. & M., said parcel also known as Government Lot 24, Section 19, Township 19, South, Range 60 East, M.D.B. & M.

THIS GRANT, BARGAIO, SALE DEED HAS BEEN EXECUTED IN COUNTER PART

Subject to:
1. Taxes for the current fiscal year, paid current.
2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness my our hand(s) this ________ day of ____________, ______.

SELLERS:
Sani Limited Partnership

By: William Sani, General Partner

By: Renu Sani, General Partner

Escrow No. 02122213-027-FB

STATE OF NEVADA)
) ss.
COUNTY OF Clark)

This instrument was acknowledged before me on April 24, 2002 by William Sani, General Partner and Renu Sani, General Partner of Sani Limited Partnership.

Notary Public
My commission expires:

BETSYANNE PETERSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb 27, 2007

20020425
.01791

APN: 125-19-301-001
Affix R.P.T.T. 81/00250
WHEN RECORDED MAIL TO:
KR Land Company, LLC
3320 N. Buffalo, #204
Las Vegas, NV 89129

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That
Sani Limited Partnership, a Nevada Limited Partnership

in consideration of $10.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

KR Land Company, LLC, a Nevada Limited Liability Company

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:
All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

The West Half (W ½) of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 19, Township 19 South, Range 60 East, M.D.B. & M., said parcel also known as Government Lot 24, Section 19, Township 19, South, Range 60 East, M.D.B. & M.

THIS GRANT, BARGAIN, SALE DEED HAS BEEN EXECUTED IN COUNTER PART

Subject to:
1. Taxes for the current fiscal year, paid current.
2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Witness my/our hand(s) this 16th day of April, 2002.

SELLERS:
Sani Limited Partnership

By: William Sani, General Partner

By: Renu Sani, General Partner

California
STATE OF ~~NEVADA~~)
) ss.
COUNTY OF ~~Clark~~ Orange)

Escrow No. 02122213-027-FB

This instrument was acknowledged before me on April 16, 2002 by ~~William Sani, General Partner~~ and Renu Sani, General Partner of Sani Limited Partnership.

JOSIE REYES
COMM. #1260992
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
My Comm. Exp. Apr. 16, 2004

Josie Reyes Notary Public
Notary Public
My commission expires: 4-16-04

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
UNITED TITLE OF NEVADA
04-25-2002 11:05 MGH
OFFICIAL RECORDS
BOOK: 20020425 INST: 01791
FEE: 15.00 RPTT: 1,187.50