



LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

May 19, 2016

Mr. Michael Frey
WAPP, LLC
1900 Western Avenue
Las Vegas, Nevada 89102

**RE: EOT-64059 - EXTENSION OF TIME - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF MAY 18, 2016**

Dear Mr. Frey:

The City Council at a regular meeting held on May 18, 2016 **APPROVED** a request for an Extension of Time of an approved Special Use Permit (SUP-55182) FOR A PROPOSED 2,800 SQUARE-FOOT MEDICAL MARIJUANA DISPENSARY at 1860 Western Avenue (APN 162-04-302-008), M (Industrial) Zone, Ward 3 (Coffin).

This approval is subject to the following conditions:

Planning

1. This approval shall expire 10/29/17 unless the use is exercised or another extension of time is approved by the City Council.
2. Conformance to the Conditions of Approval for Special Use Permit (SUP-55182) and all other site related actions as required by the Department of Planning and Department of Public Works.

The Notice of Final Action was filed with the Las Vegas City Clerk on May 19, 2016.

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

cc: Mr. Robert Frey
Naturex II, LLC
1900 Western Avenue
Las Vegas, Nevada 89102

Mr. John Timlin
1900 Western Avenue
Las Vegas, Nevada 89102

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301

FAX 702.474.0352

TTY 7-1-1

www.lasvegasnevada.gov





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/city of las vegas

May 5, 2016

Mr. Michael Frey
WAPP, LLC
1900 Western Avenue
Las Vegas, Nevada 891025

**RE: EOT-64059 - EXTENSION OF TIME - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF MAY 18, 2016**

Dear Mr. Frey:

Please be advised the City Council at its regular meeting on *May 18, 2016* 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, 495 South Main Street, Las Vegas, Nevada.

A copy of staff's recommendations, any conditions related to your application and the **final agenda** will available on-line on *Thursday, May 12, 2016* 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 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106 to request your copies.

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

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

cc: Mr. Robert Frey
Naturex II, LLC
1900 Western Avenue
Las Vegas, Nevada 89102

Mr. John Timlin
1900 Western Avenue
Las Vegas, Nevada 89102

Development Notification

CC Meeting: May 18, 2016

The following neighborhood associations are located within approximately one(1) mile of this development application and have been notified of this case by the Department of Planning:

EOT-64059

18b The Las Vegas Arts District
Allure HOA
Art District Apartments
Beverly Green NA
Downtown Business Operators Council
Downtown Professional District
Francisco Park NA
Gateway Business Association
Glen Heather Estates
Hoover Apartments
Horizon Studio Apartments
Huntridge Park NA
John S. Park NA
Juhl Unit-Owners Association
Las Vegas Historic District
L'Octaine Apartments Resident Council
Marycrest Manor HOA
Newport Lofts
Orleans Square HOA
Rancho Oakey
Sahara - Southridge Association of Business
Saratoga Meadows
Scotch Eighty
SoHo Lofts HOA
Southridge NA
Stupak Neighborhood Success Team
Sunlake Apartments
Towne Terrace Apartments
West Huntridge NA
Western - Highland Business Association

MEDICAL MARIJUANA DISPENSARY

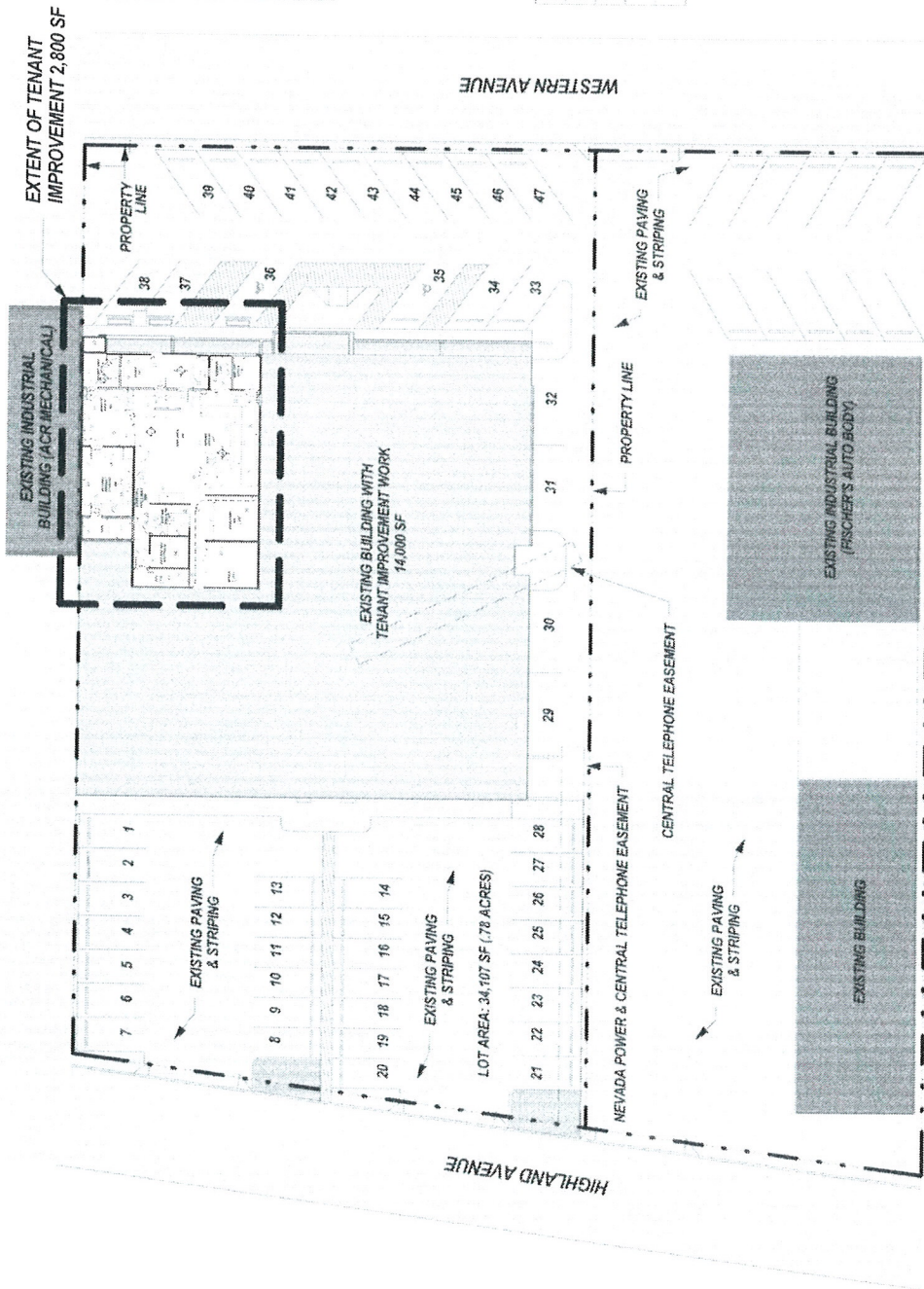
SHEET INDEX	
A0.0.00	COVER SHEET
A1.1.02	SITE PLAN
A1.1.03	VEHICULAR EGRESS PLAN
A1.5.01	BUILDING ELEVATIONS
A1.5.02	SIGNAGE ELEVATIONS
A1.5.03	INTERIOR SIGNAGE ELEVATIONS
A2.3.01	OVERALL EXISTING FLOOR PLAN
A2.3.02	ENLARGED EXISTING FLOOR PLAN
A2.4.01	NEW FLOOR PLAN
A2.5.01	ADA FLOOR PLAN
A2.6.01	OVERALL EGRESS PLAN
A2.6.02	ENLARGED EGRESS PLAN
A2.7.01	SURVEILLANCE PLAN

RECEIVED

MAR 31 2013

Dept of Planning
City of Las Vegas

EOT-64059



SITE PLAN 1"=30'-0" SCALE

MEDICAL MARIJUANA DISPENSARY

A1.1.02

RECEIVED

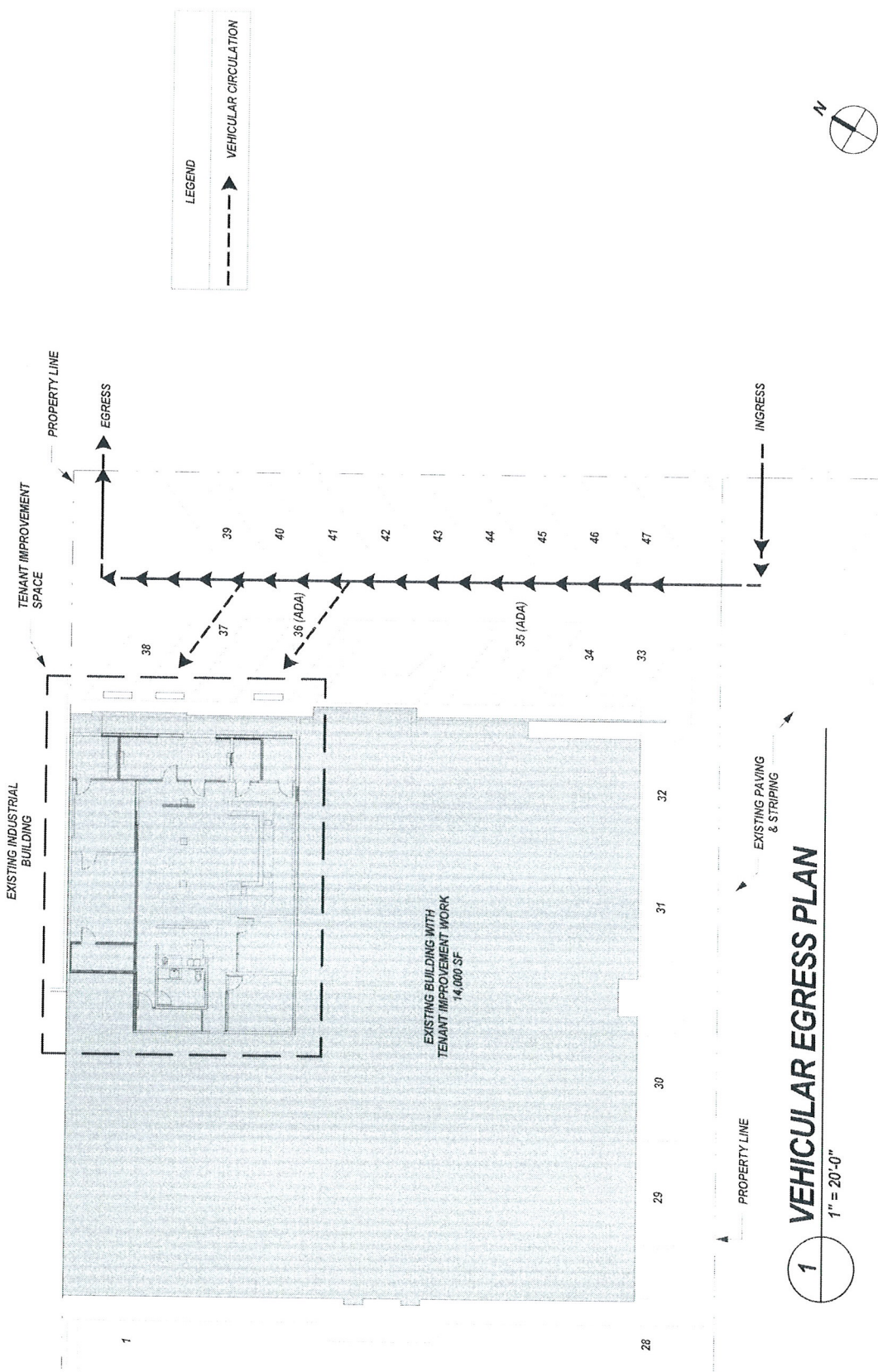
MAR 31 2016

Dept of Planning
City of Las Vegas

EOT-64059

PARKING ANALYSIS
DISPENSARY: 2,800 SF @ 1/175 = 16
WAREHOUSE/STORAGE: 3,100 SF @ 1/1,000 = 4
OFFICE: 8,100 @ 1/300 = 27
TOTAL REQUIRED: 47 SPACES
PARKING PROVIDED = 47 SPACES
ADA SPACES REQUIRED PER IBC TABLE 1106.1
26 TO 50 SPACES: 2 ADA SPACES REQUIRED
2 ADA SPACES PROVIDED

COLOR LEGEND	
COMMERCIAL BUILDING	
LANDSCAPING	
PAVEMENT	
INDUSTRIAL BUILDING	



VEHICULAR EGRESS

XAT.1.03

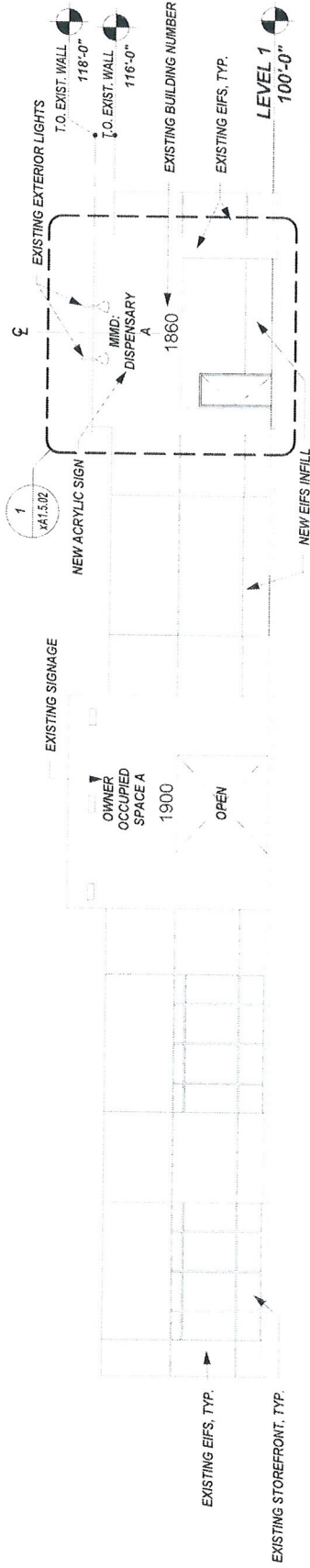
MEDICAL MARIJUANA DISPENSARY

RECEIVED
A1103

MAR 31 2016

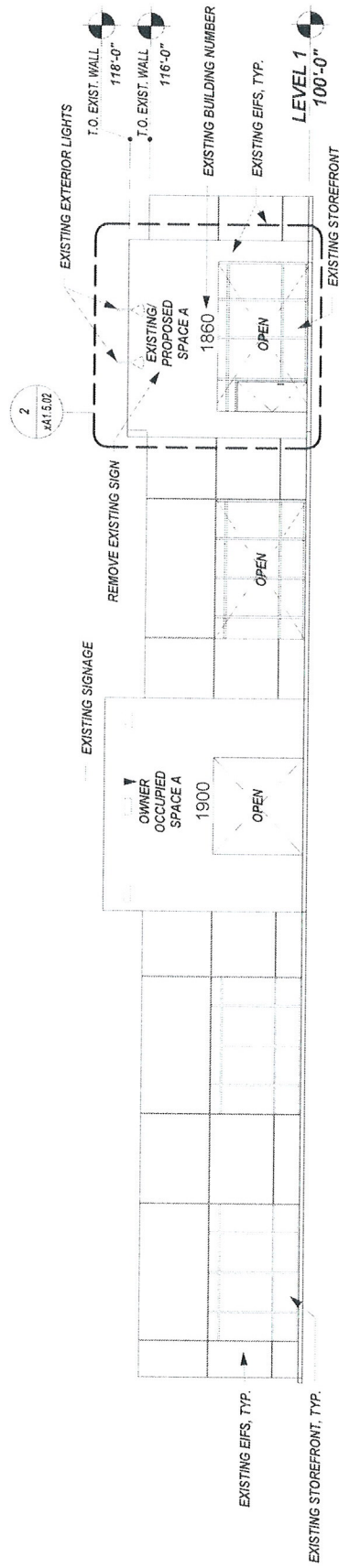
EOT-64059

Dept of Planning
City of Las Vegas



2 NEW ELEVATION

3/32" = 1'-0"



1 EXISTING ELEVATION

3/32" = 1'-0"

MEDICAL MARIJUANA DISPENSARY

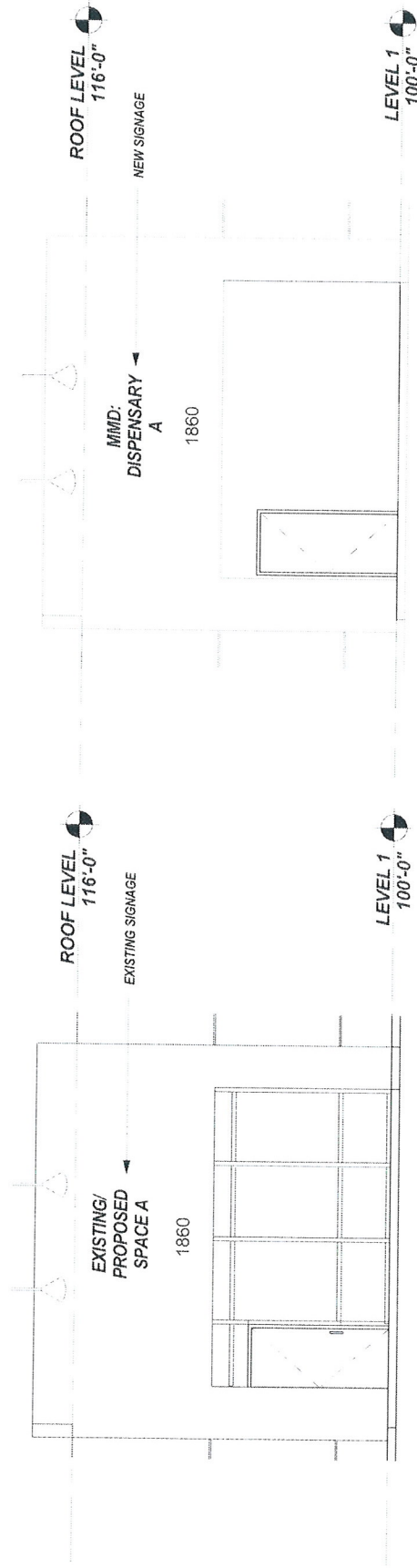
A1.5.01

RECEIVED

MAR 31 2016

EOT-64059

Dept of Planning
City of Las Vegas



2 ELEVATION - EXISTING SIGNAGE

3/16" = 1'-0"

1 ELEVATION - NEW SIGNAGE

3/16" = 1'-0"

MEDICAL MARIJUANA DISPENSARY

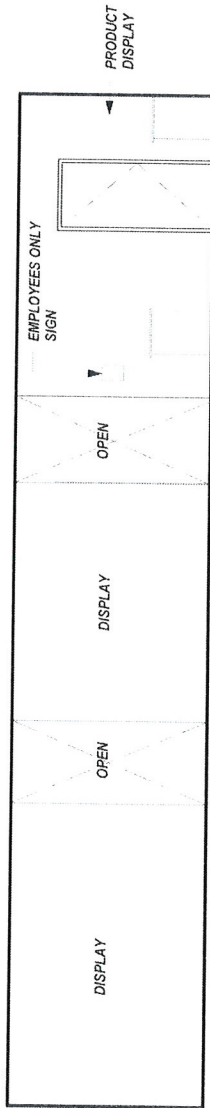
A1.5.02

RECEIVED

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Dept of Planning
City of Las Vegas

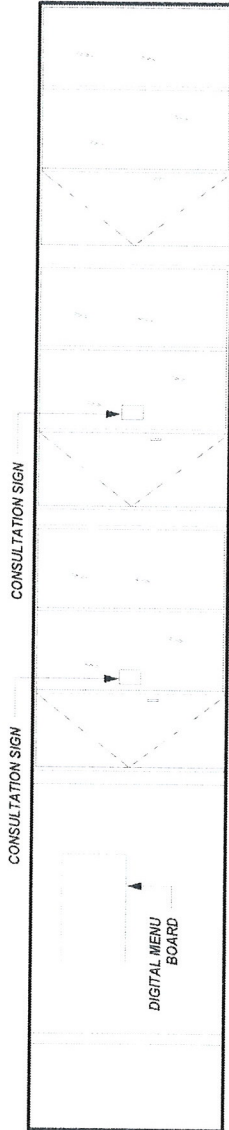
EOT-64059



NOTE: REFER TO SHEET
A2.4.01 FOR REFERENCE

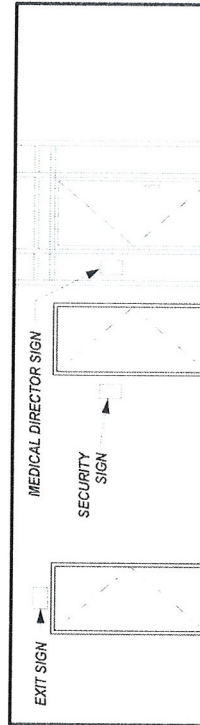
4 WEST ELEVATION

3/16" = 1'-0"



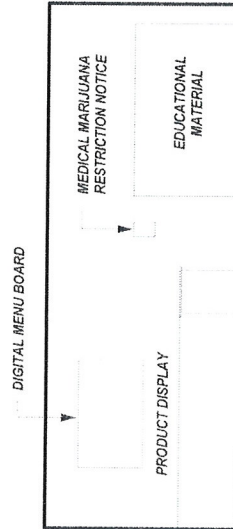
3 SOUTH ELEVATION

3/16" = 1'-0"



2 EAST ELEVATION

3/16" = 1'-0"



1 NORTH ELEVATION

3/16" = 1'-0"

07/17/14

MEDICAL MARIJUANA DISPENSARY

A1.5.03
RECEIVED

MAR 31 2016

Dept of Planning
City of Las Vegas

EOT-64059

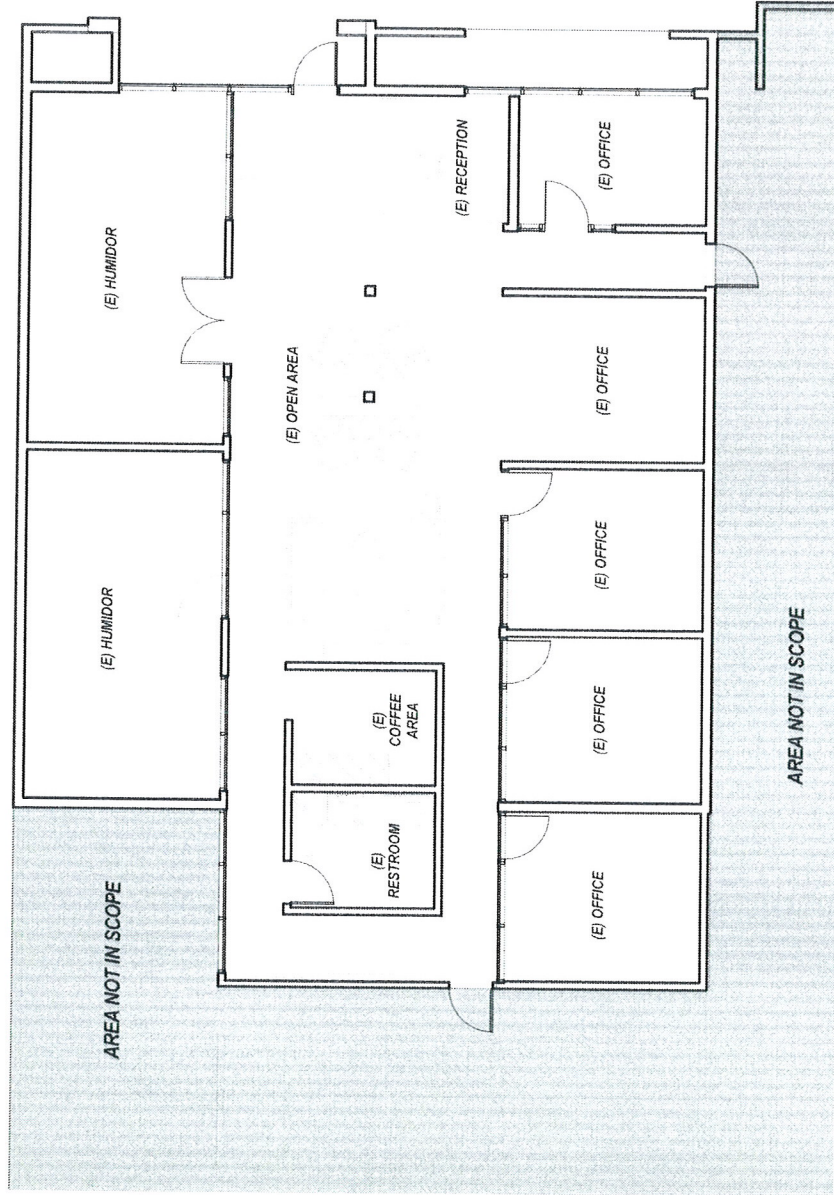

$$\underline{1/16" = 1'-0"}$$

A2.3.01

MAR 31 2016

Dept of Planning
City of Las Vegas

EOT-64059



1 ENLARGED EXISTING FLOOR PLAN

1/8" = 1'-0"

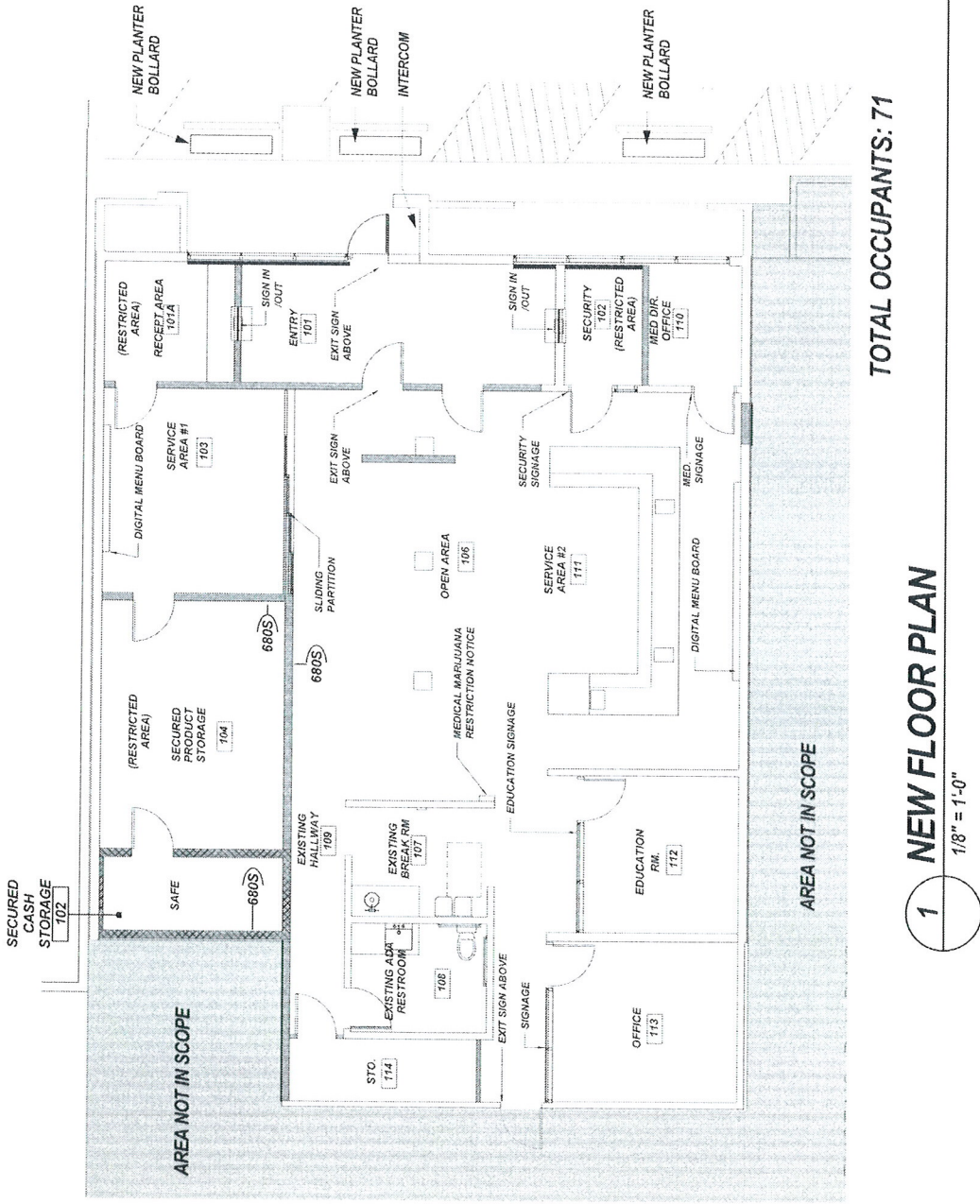
MEDICAL MARIJUANA DISPENSARY

A2.3.02 RECEIVED

MAR 31 2016

EOT-64059

Dept of Planning
City of Las Vegas



PARTITION TYPE LEGEND

SUFFIX POSITION (WHEN USED) RESERVED FOR SPECIAL CONDITIONS

A = ACOUSTICALLY TREATED (REFER TO PARTITION FRAMING NOTES)

C = 4" HIGH CURB

D = ADDITIONAL LAYER OF GYPSUM BOARD

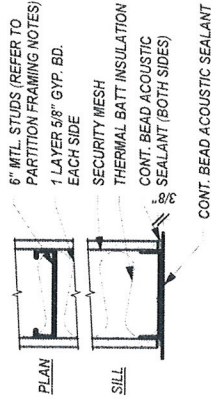
G = 1/2" GYPSUM BOARD

M = MOLD RESISTANT

N = NO CLADDING

R = RED IRON STUDS/FRAMING

S = SECURITY



PARTITION TYPE 680S

FIRE RESISTIVE RATING: NON-RATED

TOTAL OCCUPANTS: 71

1 NEW FLOOR PLAN

1/8" = 1'-0"

MEDICAL MARIJUANA DISPENSARY

A2.4.01

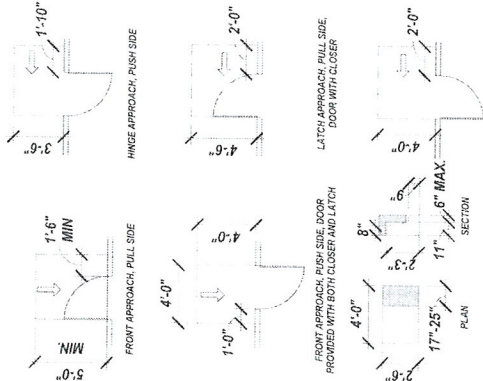
RECEIVED

MAR 31 2016

Dept of Planning
City of Las Vegas

EOT-64059

ADA CLEARANCE LEGEND	
	DIRECTION OF TRAVEL
	MEANS OF EGRESS



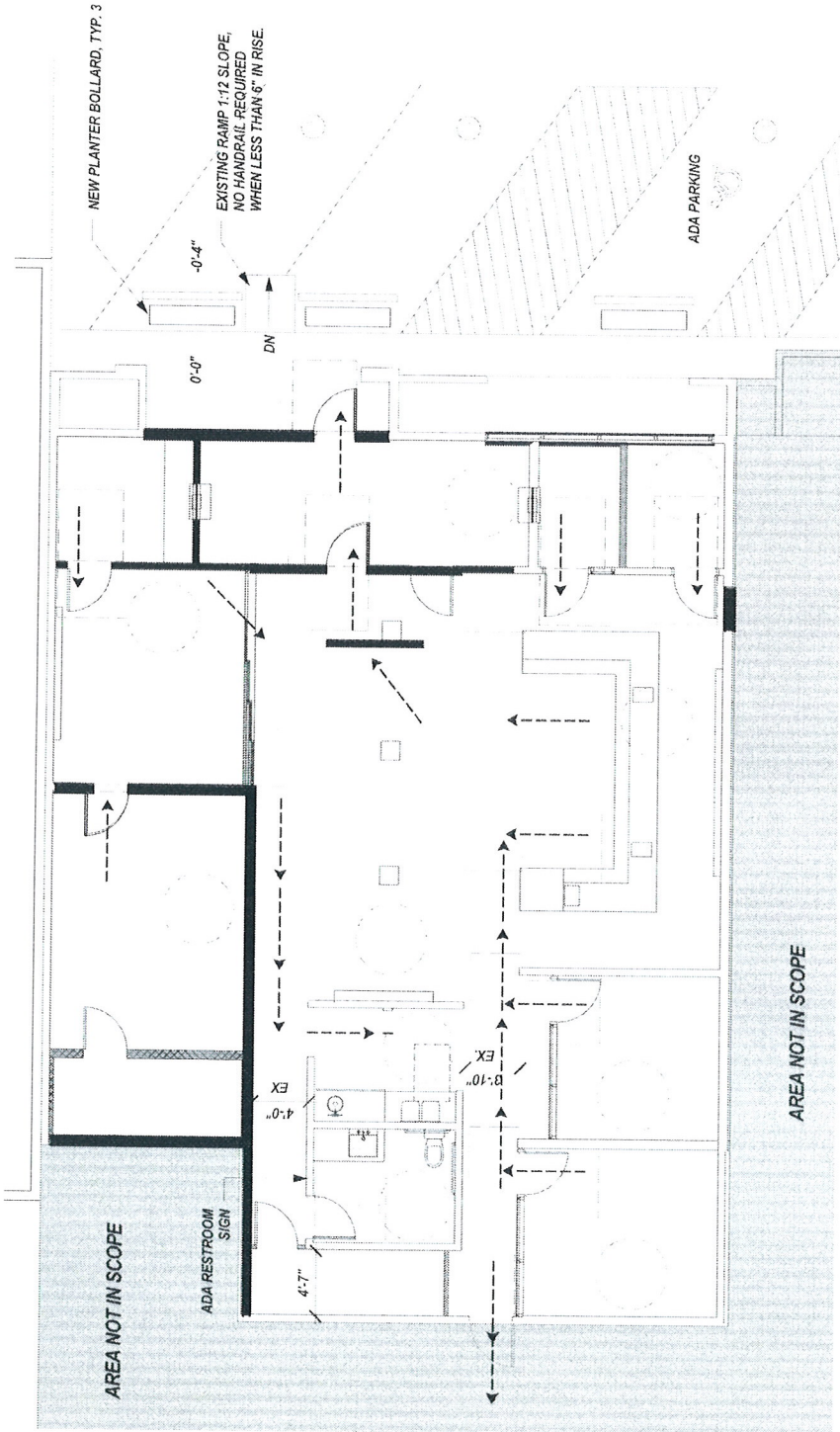
COUNTER CLEARANCE PLAN AND SECTION



TURNING SPACE

1 ADA FLOOR PLAN

1/8" = 1'-0"



MEDICAL MARIJUANA DISPENSARY

A2.5.01

RECEIVED

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Dept of Planning
City of Las Vegas

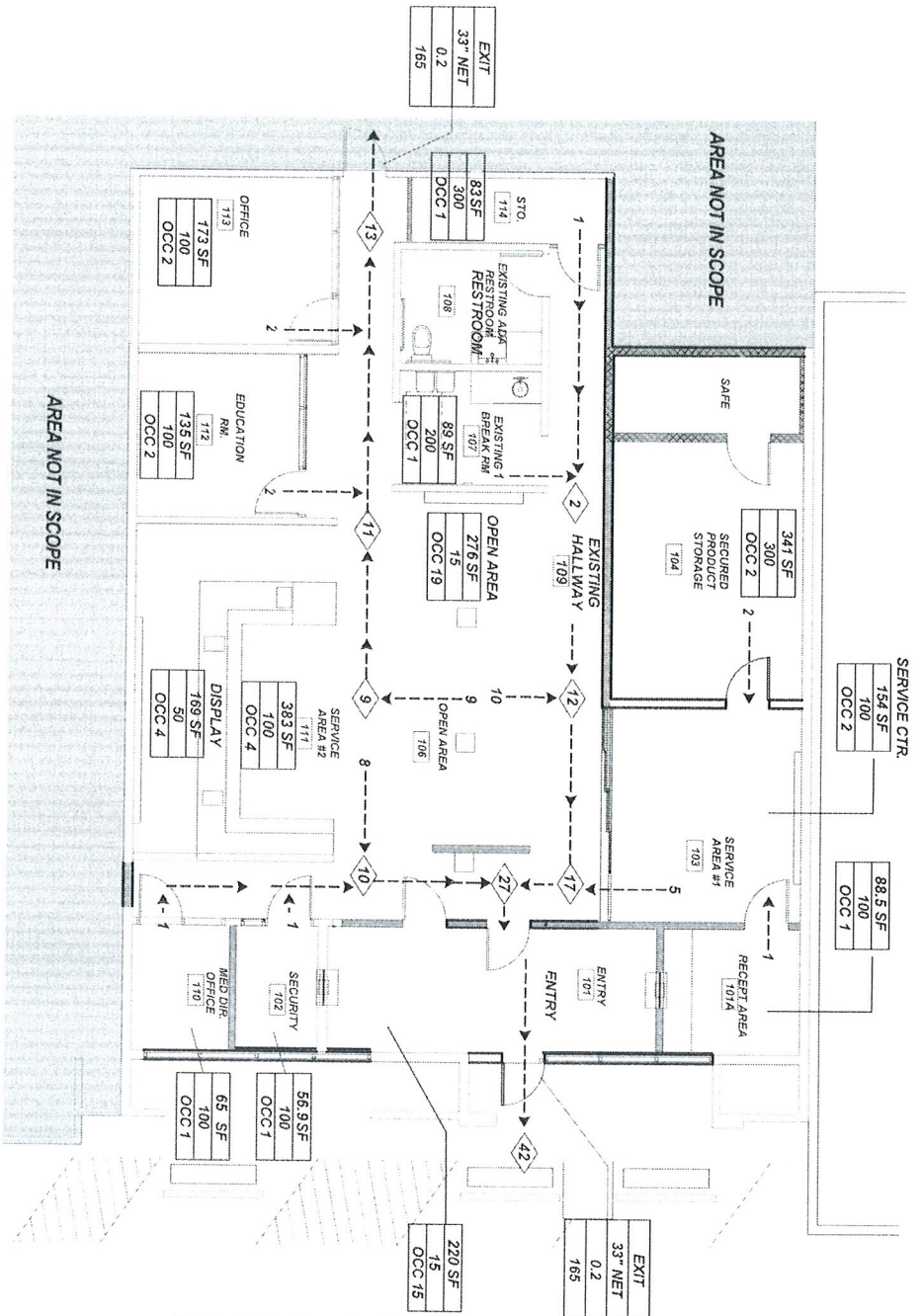
EOT-64059



A2.6.01

MAR 31 2015

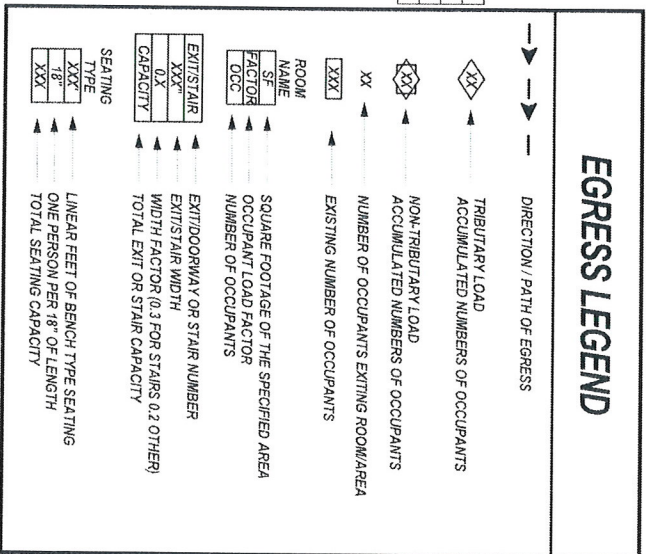
Dept of Planning
City of Las Vegas



1
1/8" = 1'-0"

ENLARGED EGRESS PLAN

MEDICAL MARIJUANA DISPENSARY



TOTAL OCCUPANTS: 55

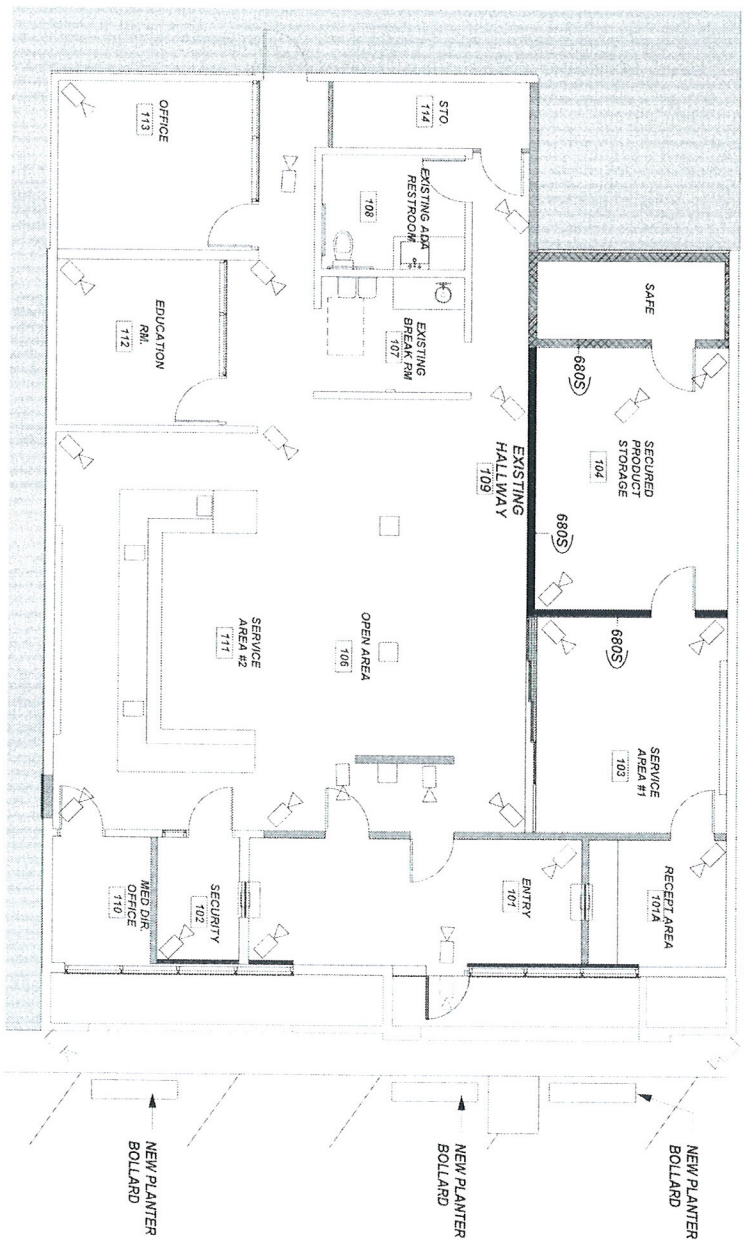


A2.6.02
RECEIVED

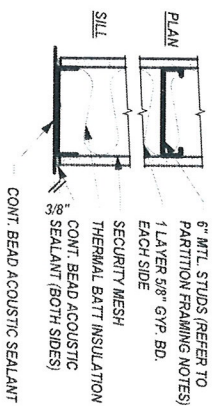
EOT-64059

MAR 31 2013

Dept of Planning
City of Las Vegas



SYMBOL	DESCRIPTION
	PAN / TILT / ZOOM SURVEILLANCE CAMERA
	CEILING MOUNTED CAMERA
	MONITOR



PARTITION TYPE 680S

FIRE RESISTIVE RATING: NON-RATED

1
1/8" = 1'-0"



MEDICAL MARIJUANA DISPENSARY

A2.7.01E1VED

EOT-64059

MAK 3 1 2011
Dept of Planning
City of Las Vegas

CITY OF LAS VEGAS

DEVELOPMENT REVIEW COMMENT FORM



**Department of Planning
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 phone (702) 385-7268 fax**

EOT-64059 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: NATUREX II, LLC - OWNER: WAPP, LLC - For possible action on a request for an Extension of Time of an approved Special Use Permit (SUP-55182) FOR A PROPOSED 2,800 SQUARE-FOOT MEDICAL MARIJUANA DISPENSARY at 1860 Western Avenue (APN 162-04-302-008), M (Industrial) Zone, Ward 3 (Coffin).

CITY COUNCIL: MAY 18, 2016

PLANNING SUPERVISOR: STEVE GEBEKE



CONSENT

Comments Due: APRIL 15, 2016

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) and **Steve Gebeke** (sgebeke@lasvegasnevada.gov). If you desire to meet with the case planner you may schedule an appointment by calling (702) 229-6301.

LIST COMMENTS BELOW:

AS

Report Date 04/06/2016 10:00 AM

Submitted By

Page 1

A/P # 64059 EXTENSION OF TIME

Application Information

Stages

	Date / Time	By		Date / Time	By
Processed	03/31/2016 11:28	984548	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-64059 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: NATUREX II, LLC - OWNER: WAPP, LLC - For possible action on a request for an Extension of Time of an approved Special Use Permit (SUP-55182) FOR A PROPOSED 2,800 SQUARE-FOOT MEDICAL MARIJUANA DISPENSARY at 1860 Western Avenue (APN 162-04-302-008), M (Industrial) Zone, Ward 3 (Coffin).

Parent A/P #	55182		
Project #	64059	Project/Phase Name	NATUREX II
Size/Area	0.00	Size Description	
Proposed Start		Proposed Stop	
% Complete Formula		Phase #	
		Subdivision Code	
		% Completed	0.00

Property/Site Information

Parcel 16204302008

Location

Owner/Tenant

Contact ID	AC1927677	Name	WAPP LLC	Organization	
Mailing Address	1900 WESTERN AVE			State/Province	NV
City	LAS VEGAS			Country	☐ Foreign
ZIP/PC	89102-4606			Evening Phone	
Day Phone				Mobile #	
Fax					

A/P Linked Addresses

No Addresses are linked to this Application

Linked Addresses

1860 WESTERN AVE
LAS VEGAS, 89102-

1900 WESTERN AVE
LAS VEGAS, 89102-

A/P Addresses

No Other Addresses are associated to this Application

Linked Parcels

No Parcels are linked to this Application

A/P Linked Parcels

City of Las Vegas495 S Main St
Las Vegas, NV 89101**EOT Application****Report Date** 04/06/2016 10:00 AM**Submitted By**

Page 2

A/P Linked Parcels

16204302008

Applicants/Contacts

Primary	N	Capacity	APPL	Contact ID	AC2868776 ☐ Foreign
Effective		Expire			
Name	NATUREX II, LLC DBA NATUREX				
Day Phone	(702)236-9944 x	Eve Phone		Organization	
Pager		PIN #		Position	
Fax	(702)735-8334	Mobile		Profession	
E-Mail					
Address	1900 WESTERN AVE. LAS VEGAS, NEVADA 89102				
Seasonal Addr					
Valid From		To			
Comments	Robert Frey				
CONTACT ADDITIONAL					

WORKCARD: Work Card # 0
Expiration Date

CONTACT REQUIREMENTS

License #	Percent Owned	Waiver	Health Card	Director Letter	Original Transcripts
-----------	---------------	--------	-------------	-----------------	----------------------

Orientation Attended

There are no items in this list

Primary	N	Capacity	OWNER	Contact ID	AC1927677 ☐ Foreign
Effective		Expire			
Name	W A P P L L C				
Day Phone		Eve Phone		Organization	
Pager		PIN #		Position	
Fax		Mobile		Profession	
E-Mail					
Address	1900 WESTERN AVE LAS VEGAS, NV 89102-4606				
Seasonal Addr					
Valid From		To			
Comments	No Comments				

Report Date 04/06/2016 10:00 AM

Submitted By

Page 3

CONTACT ADDITIONAL

WORKCARD: Work Card # 0
Expiration Date

CONTACT REQUIREMENTS

License # Percent Owned Waiver Health Card Director Letter Original Transcripts
Orientation Attended

There are no items in this list

Primary Y Capacity OTHER Other REP Contact ID AC3143019 ☐ Foreign
Effective Expire
Name JOHN TIMLIN
Day Phone (347)581-9249 x Eve Phone Organization
Pager PIN # Position
Fax (702)735-8334 Mobile Profession
E-Mail
Address 1900 WESTERN AVENUE
LAS VEGAS, NV 89102
Seasonal Addr

Valid From To

Comments No Comments

CONTACT ADDITIONAL

WORKCARD: Work Card # 0
Expiration Date

CONTACT REQUIREMENTS

License # Percent Owned Waiver Health Card Director Letter Original Transcripts
Orientation Attended

There are no items in this list

Report Date 04/06/2016 10:00 AM

Submitted By

Page 4

Contractors

No Contractors

Fees	Status	Paid Date	Amount
PROCESSING FEE	P	03/31/2016 11:35	300.00
Total Unpaid		0.00	Total Paid 300.00

Activity Review Details

Detail SUBMITTAL CHECKLIST (EOT)

Modified By JGRIDER

Modified Date/Time 03/31/2016 11:27

Comments

No Comments

SUBMITTAL CHECKLIST

Indicate if item is being submitted

Y Application/Petition Form

Y Justificaton Letter

Y Laser Print Site Plan

Y Laser Print Floor Plan

Y Laser Print Elevation

Y Statement of Financial Interest

Y Copy of Approval Letter

Y Business Licensing Requirements Met

N Business License Exempt

EXTENSION OF TIME

Y Will this go to the City Council?

Y Will this go DIRECTLY to City Council?

Hearing Type

Public, Non-Public or Admin? NON-PUBLIC

Parent Application Type^{SUP}

Parent Project #⁵⁵¹⁸²

Is this an Alcohol related Case?^N

Staff Recommendation

Entitlement Exercised?

Meeting Information

Meeting Grid Meeting Date Comments Added By	Meeting Type Add Date	Meeting Status Modified by	Modified Date	YES Votes	NO Votes	ABSTENTIONS
05/18/2016	CC	SCHEDULED		0	0	0
JGRIDER	03/31/2016					

Report Date 04/06/2016 10:00 AM

Submitted By

Page 5

Meeting Grid Meeting Date Comments Added By	Meeting Type Add Date	Meeting Status Modified by	Modified Date	YES Votes	NO Votes	ABSTENTIONS
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Template Type	A/P #	A/P Type	Status	Stage
---------------	-------	----------	--------	-------

No children exist for this project

Employee Employee ID	Last	First	MI	Comments
-------------------------	------	-------	----	----------

No Employee Entries

Log Action Comments	Description	Entered By	Start	Stop	Hours
---------------------------	-------------	------------	-------	------	-------

PAYMNT	CO NAME WHO PICKED UP CONTACT# cash \$300.00 john tinlin naterux 2 llc 702-735-8322	988430	03/31/2016 11:34		0.00
--------	--	--------	------------------	--	------



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Naturex II, LLC
 Project Address (Location) 1860 Western Ave, Las Vegas, NV 89102
 Project Name Naturex II Proposed Use MME - Dispensary
 Assessor's Parcel #(s) 162-04-302-008 Ward # 3
 General Plan: existing LIR proposed LIR Zoning: existing M proposed M
 Commercial Square Footage _____ Floor Area Ratio _____
 Gross Acres .79 Lots/Units 1 Density N/A
 Additional Information Extension of time for SUP approved at City Council October 29, 2014

PROPERTY OWNER WAPP, LLC Contact Michael Frey
 Address 1900 Western Ave Phone: (702) 735-8322 Fax: (702) 735-8334
 City Las Vegas State NV Zip 89102
 E-mail Address michael@drivethisent.com

APPLICANT Naturex II, LLC Contact Robert Frey
 Address 1900 Western Ave Phone: (702) 236-9944 Fax: (702) 735-8334
 City Las Vegas State NV Zip 89102
 E-mail Address freyboy@me.com

REPRESENTATIVE John Timlin Contact _____
 Address 1900 Western Ave Phone: (347) 581-9249 Fax: (702) 735-8334
 City Las Vegas State NV Zip 89102
 E-mail Address johnftimlin@icloud.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

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

Print Name MICHAEL FREY

Subscribed and sworn before me

This 31st day of March, 20 16
M. Murdock

Notary Public in and for said County and State Clark, Nevada

Revised 10/27/08



M. MURDOCK
 NOTARY PUBLIC
 STATE OF NEVADA
 Appt. No. 05-95661-1
 My Appt. Expires March 22, 2017

FOR DEPARTMENT USE ONLY

Case # EOT-64059
 Meeting Date: 5/16/14
 Total Fee: \$ 300.00
 Date Received*: 3/31/14
 Received By: _____

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

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

MAR 31 2016

Dept of Planning
 City of Las Vegas



DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-64059** APN: 162-04-302-008

Name of Property Owner: WAPP, LLC managed by Michael Frey

Name of Applicant: Naturex II, LLC

Name of Representative: John Timlin

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: _____

Print Name: MICHAEL FREY

Subscribed and sworn before me

This 31st day of March, 20 16

M. Murdock

Notary Public in and for said County and State Clark, Nevada



M. MURDOCK
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 05-95661-1
My Appt. Expires March 22, 2017

RECEIVED

March 31, 2016

City of Las Vegas Planning and Development
333 N Rancho Drive
Las Vegas, NV 89106

RE: 1860 Western Avenue
APN 162-04-302-008
SUP Extension of Time for MME Dispensary

Updated and Amended from Original Justification Letter
dated July 20, 2014 and approved at City Council October
29, 2014.

Dear Sir or Madam:

Please accept this letter as our request for an extension of time for a special use permit (SUP) for a Medical Marijuana dispensary for the above referenced location. Our initial SUP application was approved at a special City Council meeting on October 29, 2014, and expires April 29, 2016. We are currently requesting to be placed on the agenda for final approval of our business license at the City Council hearing on May 4, 2016, so this application is to extend the our SUP deadline by six (6) days.

We have made significant progress towards opening and operating our medical marijuana dispensary. Tenant improvements commenced during January/February 2016, and we have a target to obtain our Certificate of Occupancy by mid-April. Through the entire build out we have already employed dozens of construction, electrical, and trade workers, and have been supporting our community by employing additional local services: payroll processor, security and surveillance, insurance, legal representation, and financial institutions. We have also submitted over \$50,000 to the City of Las Vegas in pro-rated licensing fees.

The property shows on the assessor's records as 1900 Western, and the suite number is 1860 Western. We are requesting our hours of operation to be from 6:00AM until 10:00PM, although we may adjust them according to our patients' need. We need to ensure that we are available to accommodate a variety of patient schedules, and if our patients need to pick up their medicine on the way to our from work, we would like to provide them the opportunity to do so.

Our property is strategically located between UMC hospital, its adjacent medical offices, Valley hospital, its adjacent medical offices, the nearby medical district, and Sunrise hospital and its adjacent medical offices to the east. This makes it convenient for patients to visit their doctors or undergo treatment and then pick up their medicine at our location.

In order to approve a proposed Special Use Permit application, the Planning Commission or City Council must determine that:

- a. The proposed use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses as projected by the General Plan; *The General Plan is industrial and the property is zoned M. A dispensary is similar to a pharmacy, which is*

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Dept of Planning
City of Las Vegas

compatible in this area. There are various pharmacies, including CVS and Walgreens, built within a mile radius of the site.

- b. The subject site is is physically suitable for the type and intensity of land use being proposed; *The site comprises a small retail center. A dispensary is an appropriate use in a retail center.*
- c. Street or highway facilities providing access to the property area or will be adequate in size to meet the requirements of the proposed use; *Western is easily accessed by Oakey/ Wyoming to the North and Sahara to the south, with an access ramp onto northbound and southbound I-15 less than 1/2 mile to the south, and an additional access ramp to enter southbound I-15 one 1/2 mile to the northeast.*
- d. Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan. *A medical marijuana dispensary supports the general plan and the public health and safety and welfare. It provides jobs to the community, medicine to patients in need, and increases security in the area through cameras and security guards, making not only the dispensary a safe place to be but the surrounding businesses.*

We believe given our location and access to major streets and highways, and convenient access to services in the area for patients make this an excellent location for our dispensary. We have also been in near-constant contact with the Business License department to adjust our plans to best serve the needs and welfare of our community, and demonstrated significant progress and serious intent towards opening.

We respectfully request your approval of our extension of time.

Thank you,



John Timlin

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Dept of Planning
City of Las Vegas



November 3, 2014

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

Mr. Michael Frey
WAPP, LLC
1900 Western Avenue
Las Vegas, Nevada 89102

RE: SUP-55182 - SPECIAL USE PERMIT
SPECIAL CITY COUNCIL MEETING OF OCTOBER 29, 2014

Dear Mr. Frey:

The City Council at a special meeting held October 29, 2014 APPROVED the request for a Special Use Permit FOR A PROPOSED 2,800 SQUARE-FOOT MEDICAL MARIJUANA DISPENSARY at 1860 Western Avenue (APN 162-04-302-008), M (Industrial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 30, 2014. This approval is subject to:

Planning

1. The application shall be amended to provide for only one entrance, if allowable by Code.
2. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Medical Marijuana Dispensary use.
3. Conformance to the associated final recommendation of the Downtown Design Review Committee (DDRC) shall be required.
4. No physician or medical person making recommendations for medical marijuana may be located within a dispensary.
5. There shall be no on-premise consumption (the use, smoking, ingestion or consumption of any marijuana, edible marijuana or marijuana infused product) on the licensed premises.
6. All development shall be in conformance with the site plan, building and sign elevations and floor plan, date stamped 07/21/14, except as amended by conditions herein. Any modification of the premises of a medical marijuana establishment shall be filed 60 days in advance of any proposed construction. A full and complete copy of all architectural and building plans shall be filed with the Director for a review of compliance with Title 6.95 and Title 19. The Director shall review the plans and approve any modifications in compliance with this chapter prior to the commencing of any construction of modifications.

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

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City of Las Vegas

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7. This approval shall be void eighteen months from the date of final approval, unless exercised pursuant upon the issuance of a business license. An Extension of Time may be filed for consideration by the City of Las Vegas.
8. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.
9. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.
10. The presence of minors on the premises of a medical marijuana establishment is prohibited unless the minor is a qualified patient on the premises of a dispensary and is accompanied by his or her parent or legal guardian.
11. Approval of this Special Use Permit does not constitute approval of a medical marijuana facility license.
12. This business shall operate in conformance to Chapter 6.95 of the City of Las Vegas Municipal Code.
13. No temporary signs such as banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining item or devices shall be displayed upon the subject property or a vehicle displaying advertisement in the parking lot of the subject property without the appropriate permits.
14. This Special Use Permit shall be reviewed biennially concurrently with the associated business license, at which time the City Council may require the termination of the use. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Medical Marijuana Dispensary be removed.
15. All medical marijuana products shall remain in the original manufacturer's configuration intended for off-sale.
16. A Medical Marijuana Dispensary shall obtain all required approvals from the State of Nevada to operate such a facility prior to the Special Use Permit being exercised pursuant to LVMC 19.16.110.
17. Conformance to all regulations pertaining to Medical Marijuana Establishment found within Nevada Revised Statute 453A and Nevada Administrative Code NAC 453A.

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Mr. Michael Frey
SUP-55182 – Page Three
November 3, 2014

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

Sincerely,

A handwritten signature in cursive script, reading "Angela Crolli".

Angela Crolli
Deputy City Clerk for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Robert Frey
Naturex II, LLC
1900 Western Avenue
Las Vegas, Nevada 89102

Ms. Lucy Stewart
LAS Consulting
1916 Trail Peak Lane
Las Vegas, Nevada 89134

EOT-64059

STATE OF NEVADA

BRIAN SANDOVAL
Governor

ROMAINE GILLILAND
Director



RICHARD WHITLEY, MS
Administrator

TRACEY D. GREEN, MD
Chief Medical Officer

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC AND BEHAVIORAL HEALTH

November 3, 2014

Robert H. Frey
Naturex II, LLC
1900 Western Ave.
Las Vegas, NV 89102

Application Identifier: D080
Ref. #: 93439780759921309382

Dear Naturex II, LLC,

The State of Nevada, Division of Public and Behavioral Health has completed the application evaluation process for medical marijuana establishment registration certificates. This letter is to inform you of the intent to approve your application for Naturex II, LLC, a Dispensary establishment at 1860 Western Ave. in the LAS VEGAS local jurisdiction. Please note this letter only applies to this establishment. If you submitted multiple applications, you will receive a separate notification letter for each one. Final approval will occur when the applicant has:

1. Provided documentation to the Division issued by the local jurisdiction to the establishment authorizing occupancy of the building as a medical marijuana establishment such as a certificate of occupancy, a special use permit or a conditional use permit.
2. Provided documentation to the Division regarding successful inspections issued from fire, building, health and air quality.
3. Provided documentation to the Division of successful pre-opening inspection findings done by the Division.
4. Provided complete and verified agent card information to the Division for all owners, officers, board members and employees of the medical marijuana establishment.
5. Paid the applicable fees for the issuance of a medical marijuana registration certificate
6. Provided confirmation that a state business license has been acquired.
7. Provided confirmation that local business licensing and zoning permits have been acquired.

Per NRS 453A.326, certificates are considered provisional until the establishment is in compliance with all applicable local governmental requirements, and has received a state business license to operate the establishment. NAC 453A.324 allows the Division to revoke the provisional certificate if a medical marijuana establishment is not fully operational within 18 months of receiving it.

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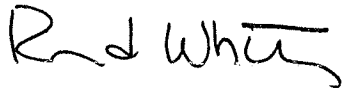
Dept of Planning
City of Las Vegas

Robert H. Frey will be contacted soon to discuss the details of the provisional certification. When the approvals to operate listed above are fulfilled, Naturex II, LLC will receive a certificate to operate as a medical marijuana establishment.

Note: Provisional certification resulting from this notification shall not become effective until approved by the Division of Public & Behavioral Health.

Please do not hesitate to e-mail the Division with any questions or concerns you may have at medicalmarijuana@health.nv.gov. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Whitley".

Richard Whitley MS, Administrator
Division of Public & Behavioral Health
Medical Marijuana Establishment Program

EOT-64059

RECORDATION REQUESTED BY:

First Republic Bank, a Division of Merrill Lynch Bank &
Trust Co., FSB
111 Pine Street
San Francisco, CA 94111

20080619-0003224

Fee: \$22.00 RPTT: \$0.00

N/C Fee: \$25.00

06/19/2008 12:50:00

T20080120918

Requestor:

FIRST AMERICAN TITLE HOWARD
Debbie Conway MSH
Clark County Recorder Pgs: 1

WHEN RECORDED MAIL TO:

First Republic Bank, a Division of Merrill Lynch Bank &
Trust Co., FSB
111 Pine Street
San Francisco, CA 94111

NCS-338488-HALV (AF) C

APN # 162-04-302-008

FOR RECORDER'S USE ONLY



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It's a privilege to serve you®



0340

DEED OF TRUST

THIS DEED OF TRUST is dated June 3, 2008, among WAPP, LLC, a Nevada limited liability company ("Trustor"); First Republic Bank, a Division of Merrill Lynch Bank & Trust Co., FSB, whose address is 111 Pine Street, San Francisco, CA 94111 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Fidelity National Title Insurance Company, a California corporation, whose address is 50 California Street, Ste. 2950, San Francisco, CA 94111 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Clark County, State of Nevada:

LOT 1 AS SHOWN BY MAP THEREOF IN FILE 111 OF PARCEL MAPS, PAGE 69 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

The Real Property or its address is commonly known as 1860 and 1900 Western Avenue, Las Vegas, NV 89102. The Assessor's Parcel Number for the Real Property is 162-04-302-008.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership

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Dept of Planning
City of Las Vegas

RECORDATION REQUESTED BY:

First Republic Bank, a Division of Merrill Lynch Bank &
Trust Co., FSB
111 Pine Street
San Francisco, CA 94111

Recorded Electronically	
ID _____	_____
County _____	_____
Date _____	Time _____
Simplifile.com 800.460.5657	

WHEN RECORDED MAIL TO:

First Republic Bank, a Division of Merrill Lynch Bank &
Trust Co., FSB
111 Pine Street
San Francisco, CA 94111

NCS-338488-HLV (AK) C

APN # 162-04-302-008

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Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership

**DEED OF TRUST
(Continued)**

of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Trustor. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments

**DEED OF TRUST
(Continued)**

Loan No: 28-4220505/210201781

Page 3

against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$1,000.00. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust

**DEED OF TRUST
(Continued)**

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shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Trustor fails to make any payment when due under the Indebtedness.

Other Defaults. Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Trustor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Trustor's existence as a going business or the death of any member, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Foreclosure by Sale. Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire Indebtedness secured by this Deed of Trust immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement in accordance with applicable law. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Judicial Foreclosure. With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full extent provided by California law.

Collect Rents. Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly

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to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Clark County, State of California. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

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

NOTICES. Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority

over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

STATEMENT OF OBLIGATION FEE. Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of California.

Choice of Venue. If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of San Francisco County, State of California.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means First Republic Bank, a Division of Merrill Lynch Bank & Trust Co., FSB, and its successors and assigns.

Borrower. The word "Borrower" means WAPP, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means First Republic Bank, a Division of Merrill Lynch Bank & Trust Co., FSB, its successors and assigns.

Note. The word "Note" means the promissory note dated June 3, 2008, in the original principal amount of \$1,350,000.00 from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future leases, rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property together with the cash proceeds of the Rents.

Trustee. The word "Trustee" means Fidelity National Title Insurance Company, a California corporation, whose address is 50 California Street, Ste. 2950, San Francisco, CA 94111 and any substitute or successor trustees.

Trustor. The word "Trustor" means WAPP, LLC.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

WAPP, LLC

By:

Michael Frey, Manager of WAPP, LLC

DEED OF TRUST
(Continued)

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Nevada

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) SS

COUNTY OF Clark

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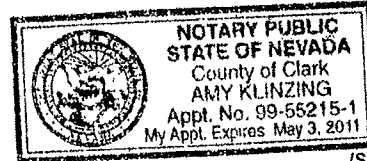
On June 13, 2008 before me, Amy Klinzing
(here insert name and title of the officer)

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

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

MANAGER of WAPLE

WITNESS my hand and official seal.

Signature Amy Klinzing

(Seal)

Amy Klinzing
May, 3, 2011

(DO NOT RECORD)

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____

By: _____

Its: _____

20080619-0003225

RECORDATION REQUESTED BY:

First Republic Bank, a Division of Merrill Lynch Bank &
Trust Co., FSB
111 Pine Street
San Francisco, CA 94111

Fee: \$18.00 RPTT: \$0.00

N/C Fee: \$25.00

06/19/2008 12:50:00

T20080120918

Requestor:

FIRST AMERICAN TITLE HOWARD
Debbie Conway MSH
Clark County Recorder Pgs:

WHEN RECORDED MAIL TO:

First Republic Bank, a Division of Merrill Lynch Bank &
Trust Co., FSB
111 Pine Street
San Francisco, CA 94111

NCS-338488-HLV (AK)

APN # 162-04-302-008

FOR RECORDER'S USE ONLY



FIRST REPUBLIC BANK

It's a privilege to serve you®



0115

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated June 3, 2008, is made and executed between WAPP, LLC, a Nevada limited liability company (referred to below as "Grantor") and First Republic Bank, a Division of Merrill Lynch Bank & Trust Co., FSB, whose address is 111 Pine Street, San Francisco, CA 94111 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Clark County, State of Nevada:

LOT 1 AS SHOWN BY MAP THEREOF IN FILE 111 OF PARCEL MAPS, PAGE 69 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

The Property or its address is commonly known as 1860 and 1900 Western Avenue, Las Vegas, NV 89102. The Assessor's Parcel Number for the Property is 162-04-302-008.

This is an absolute assignment of Rents made in connection with an obligation secured by property pursuant to California Civil Code section 2938.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have

RECORDATION REQUESTED BY:

First Republic Bank, a Division of Merrill Lynch Bank &
Trust Co., FSB
111 Pine Street
San Francisco, CA 94111

Recorded Electronically	
ID _____	County _____
Date _____	Time _____
SimpleFile.com 800.460.5657	

WHEN RECORDED MAIL TO:

First Republic Bank, a Division of Merrill Lynch Bank &
Trust Co., FSB
111 Pine Street
San Francisco, CA 94111

NCS-338488-HLV (AK)

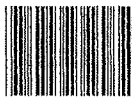
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ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Clark County, State of Nevada:

LOT 1 AS SHOWN BY MAP THEREOF IN FILE 111 OF PARCEL MAPS, PAGE 69 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

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THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have

occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of California and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors,

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 28-4220505/210201781

Page 3

any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment fee that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of California.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of San Francisco County, State of California.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 28-4220505/210201781

Page 4

signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means WAPP, LLC.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means WAPP, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means First Republic Bank, a Division of Merrill Lynch Bank & Trust Co., FSB, its successors and assigns.

Note. The word "Note" means the promissory note dated June 3, 2008, in the original principal amount of \$1,350,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of,

ASSIGNMENT OF RENTS
(Continued)

Loan No: 28-4220505/210201781

Page 5

consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON JUNE 3, 2008.

GRANTOR:

WAPP, LLC

By:

Michael Frey, Manager of WAPP, LLC

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Nevada

)

COUNTY OF Clark

) SS

)

On 6/13, 2008 before me, Amy K. Klinzing
(here insert name and title of the officer)

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

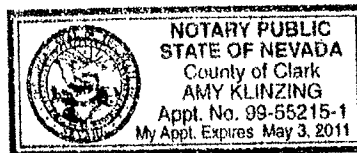
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

MANAGER of WAPP, LLC

WITNESS my hand and official seal.

Signature

Amy K. Klinzing



(Seal)

Amy Klinzing
May 3, 2011

RECORDATION REQUESTED BY:

First Republic Bank, a Division of Merrill Lynch Bank &
Trust Co., FSB
111 Pine Street
San Francisco, CA 94111

WHEN RECORDED MAIL TO:

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San Francisco, CA 94111

NCS-338488-HHLV (AK)

APN # 162-04-302-008

20080619-0003226

Fee: \$20.00 RPTT: \$0.00

N/C Fee: \$25.00

06/19/2008 12:50:00

T20080120918

Requestor:

FIRST AMERICAN TITLE HOWARD

Debbie Conway MSH

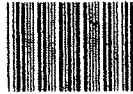
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FIRST REPUBLIC BANK

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0460

HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT

THIS HAZARDOUS SUBSTANCES AGREEMENT dated June 3, 2008, is made and executed among WAPP, LLC, whose address is 3111 Bel Air Drive #16-E, Las Vegas, NV 89102 (sometimes referred to below as "Grantor" and sometimes as "Indemnitor"); WAPP, LLC, whose address is 3111 Bel Air Drive #16-E, Las Vegas, NV 89102 (sometimes referred to below as "Borrower" and sometimes as "Indemnitor"); and First Republic Bank, a Division of Merrill Lynch Bank & Trust Co., FSB, 111 Pine Street, San Francisco, CA 94111 (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

PROPERTY DESCRIPTION. The word "Property" as used in this Agreement means the following Real Property located in Clark County, State of Nevada:

LOT 1 AS SHOWN BY MAP THEREOF IN FILE 111 OF PARCEL MAPS, PAGE 69 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

The Real Property or its address is commonly known as 1860 and 1900 Western Avenue, Las Vegas, NV 89102. The Assessor's Parcel Number for the Real Property is 182-04-302-008.

REPRESENTATIONS. The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing or contained in the Property Report:

Use of Property. After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substances by any person on, under, or about the Property.

Hazardous Substances. After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that the Property, whenever and whether owned by previous Occupants, has ever contained asbestos, PCBs, lead paints or other Hazardous Substances, whether used in construction or stored on the Property.

No Notices. Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters, ambient air or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or other natural resources.

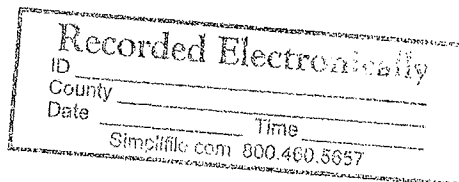
AFFIRMATIVE COVENANTS. Indemnitor covenants with Lender as follows:

Use of Property. Indemnitor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances, PCBs, lead paint or asbestos.

Compliance with Environmental Laws. Indemnitor shall cause the Property and the operations conducted on it to comply with any and all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Property or operations. Indemnitor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals of them and shall notify Lender of any expiration or revocation of such permits or authorizations.

RECORDATION REQUESTED BY:

First Republic Bank, a Division of Merrill Lynch Bank &
Trust Co., FSB
111 Pine Street
San Francisco, CA 94111



WHEN RECORDED MAIL TO:

First Republic Bank, a Division of Merrill Lynch Bank &
Trust Co., FSB
111 Pine Street
San Francisco, CA 94111

NCS-338488-HHLV (AP)

APN # 162-04-302-008

FOR RECORDER'S USE ONLY



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HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT

THIS HAZARDOUS SUBSTANCES AGREEMENT dated June 3, 2008, is made and executed among WAPP, LLC, whose address is 3111 Bel Air Drive #16-E, Las Vegas, NV 89102 (sometimes referred to below as "Grantor" and sometimes as "Indemnitor"); WAPP, LLC, whose address is 3111 Bel Air Drive #16-E, Las Vegas, NV 89102 (sometimes referred to below as "Borrower" and sometimes as "Indemnitor"); and First Republic Bank, a Division of Merrill Lynch Bank & Trust Co., FSB, 111 Pine Street, San Francisco, CA 94111 (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

PROPERTY DESCRIPTION. The word "Property" as used in this Agreement means the following Real Property located in Clark County, State of Nevada:

LOT 1 AS SHOWN BY MAP THEREOF IN FILE 111 OF PARCEL MAPS, PAGE 69 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

The Real Property or its address is commonly known as 1860 and 1900 Western Avenue, Las Vegas, NV 89102. The Assessor's Parcel Number for the Real Property is 162-04-302-008.

REPRESENTATIONS. The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing or contained in the Property Report:

Use of Property. After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substances by any person on, under, or about the Property.

Hazardous Substances. After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that the Property, whenever and whether owned by previous Occupants, has ever contained asbestos, PCBs, lead paints or other Hazardous Substances, whether used in construction or stored on the Property.

No Notices. Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters, ambient air or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or other natural resources.

AFFIRMATIVE COVENANTS. Indemnitor covenants with Lender as follows:

Use of Property. Indemnitor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances, PCBs, lead paint or asbestos.

Compliance with Environmental Laws. Indemnitor shall cause the Property and the operations conducted on it to comply with any and all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Property or operations. Indemnitor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals of them and shall notify Lender of any expiration or revocation of such permits or authorizations.

HAZARDOUS SUBSTANCES AGREEMENT
(Continued)

Loan No: 28-4220505/210201781

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Preventive, Investigatory and Remedial Action. Indemnitor shall exercise extreme care in handling Hazardous Substances if Indemnitor uses or encounters any. Indemnitor, at Indemnitor's expense, shall undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) (a) required by any applicable Environmental Laws or orders by any governmental authority having jurisdiction under Environmental Laws, or (b) necessary to prevent or minimize property damage (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Property or operations of any Occupant on the Property. In the event Indemnitor fails to perform any of Indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemnitor to Lender upon demand with interest at the Note default rate, or in the absence of a default rate, at the Note interest rate. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under this Agreement. In performing any such obligations of Indemnitor, Lender shall at all times be deemed to be the agent of Indemnitor and shall not by reason of such performance be deemed to be assuming any responsibility of Indemnitor under any Environmental Law or to any third party. Indemnitor hereby irrevocably appoints Lender as Indemnitor's attorney-in-fact with full power to perform such of Indemnitor's obligations under this section of the Agreement as Lender deems necessary and appropriate.

Notices. Indemnitor shall immediately notify Lender upon becoming aware of any of the following:

- (1) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.
- (2) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property or the operations conducted on the Property.
- (3) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property.
- (4) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.
- (5) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent Lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Indemnitor's ability to perform any of its obligations under this Agreement when such performance is due.

Access to Records. Indemnitor shall deliver to Lender, at Lender's request, copies of any and all documents in Indemnitor's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports.

Inspections. Lender reserves the right to inspect and investigate the Property and operations on it at any time and from time to time, and Indemnitor shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Indemnitor or any Occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Indemnitor to furnish Lender at Indemnitor's expense an environmental audit or a site assessment with respect to the matters of concern to Lender. Such audit or assessment shall be performed by a qualified consultant approved by Lender. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to any Indemnitor or to any other person.

INDEMNITOR'S WAIVER AND INDEMNIFICATION. Indemnitor hereby agrees to and shall indemnify, defend, and hold harmless Lender and Lender's officers, directors, employees and agents, and Lender's successors and assigns and their officers, directors, employees and agents from and against any and all claims, demands, losses, liabilities, costs, fines, penalties and expenses (including without limitation attorneys' fees at trial and on any appeal or petition for review, consultants' fees, remedial action costs, natural resource damages and diminution in value) incurred by such person (a) arising out of or relating to any investigatory or remedial action involving the Property, the operations conducted on the Property, or any other operations of Indemnitor or any Occupant and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws, including without limitation any natural resource damages, or (b) arising out of or related to any noncompliance with or violation of Environmental Laws or any applicable permits or approvals, or (c) on account of injury to Lender or any person whatsoever or damage to any property arising out of, in connection with, or in any way relating to (i) the breach of any covenant, representation or warranty contained in this Agreement, (ii) the violation of any Environmental Laws, permits, authorizations or approvals, (iii) the use, treatment, storage, generation, manufacture, transport, release, spill, disposal or other handling of Hazardous Substances on the Property, or (iv) the contamination of any of the Property by, or the presence, release or threatened release of, Hazardous Substances by any means whatsoever (explicitly including without limitation any presently existing contamination of the Property, whether or not previously disclosed to Lender), or (d) pursuant to this Agreement. Indemnitor's obligations under this section shall survive the termination of this Agreement and as set forth below in the **Survival** section. In addition to this indemnity, Indemnitor hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Indemnitor becomes liable for cleanup or other costs under any Environmental Laws.

PAYMENT: FULL RECOURSE TO INDEMNITOR. Indemnitor intends that Lender shall have full recourse to Indemnitor for Indemnitor's obligations under this Agreement as they become due to Lender. Such liabilities, losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Indemnitor shall pay such liability, losses, claims, damages and expenses to Lender as so incurred within thirty (30) days after written notice from Lender. Lender's notice shall contain a brief itemization of the amounts incurred to the date of such notice. In addition to any remedy available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at the Note default rate, or in the absence of a default rate, at the Note interest rate.

SURVIVAL. The covenants contained in this Agreement shall survive (A) the repayment of the Indebtedness, (B) any foreclosure, whether judicial or nonjudicial, of the Property, and (C) any delivery of a deed in lieu of foreclosure to Lender or any successor of Lender.