

NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE (FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

0

100

200

400

600

800

ASSESSOR'S PARCELS - CLARK CO., NV.

Michele W. Shafe - Assessor

PARCEL BOUNDARY

SUB BOUNDARY

PM/LD BOUNDARY

ROAD EASEMENT

MATCH / LEADER LINE

HISTORIC LOT LINE

HISTORIC SUB BOUNDARY

HISTORIC PM/LD BOUNDARY

SECTION LINE

CONDOMINIUM UNIT

AIR SPACE PCL

RIGHT OF WAY PCL

SUB-SURFACE PCL

001 ROAD PARCEL NUMBER

001 PARCEL NUMBER

1.00 ACREAGE

202 PARCEL SUB/SEQ NUMBER

PB 24-45 PLAT RECORDING NUMBER

5 BLOCK NUMBER

5 LOT NUMBER

GL5 GOV. LOT NUMBER

099 100 10110

126 125 12412

137 138 13914

164 163 16210

6 5 4 3 2 1

7 8 9 10 11 12

18 17 16 15 14 13

19 20 21 22 23 24

30 29 28 27 26 25

31 32 33 34 35 36

8 4 8 4

5 1 5 1

6 2 6 2

7 3 7 3

8 4 8 4

5 1 5 1

125-26-4



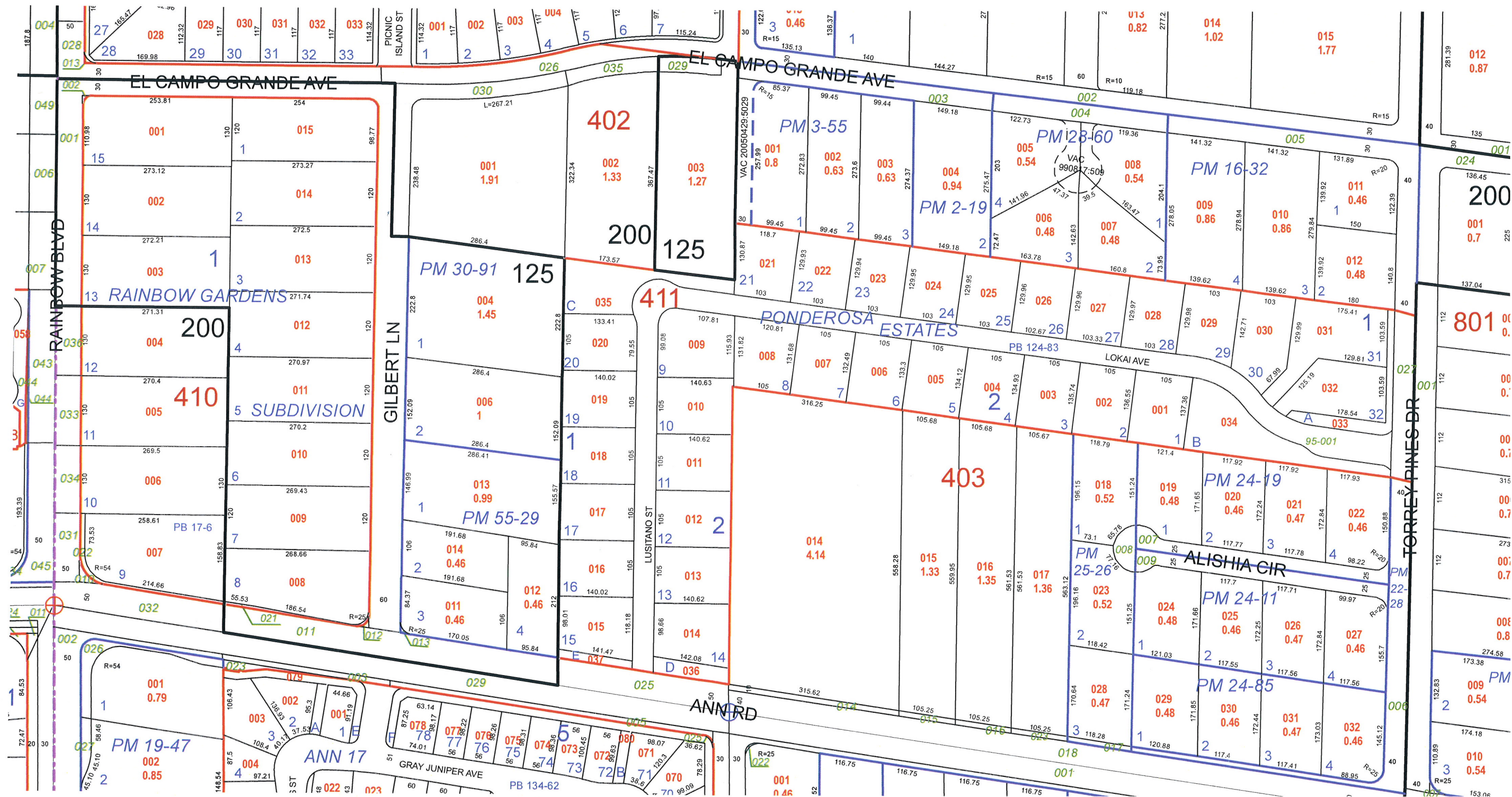
BOOK T19S R60E

SEC. 26

MAP S 2 SW 4

Scale: 1" = 200'

Rev: 7/15/2016



NOTES

MAP LEGEND

USE THIS SCALE (FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

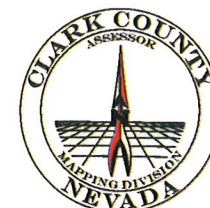
A horizontal graphic scale bar with alternating blue and white segments. It is marked with the numbers 0, 100, 200, 400, 600, and 800.

BOOK T19S R60E

SEC.	35
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MAP	N 2 NW 4
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125-35-1



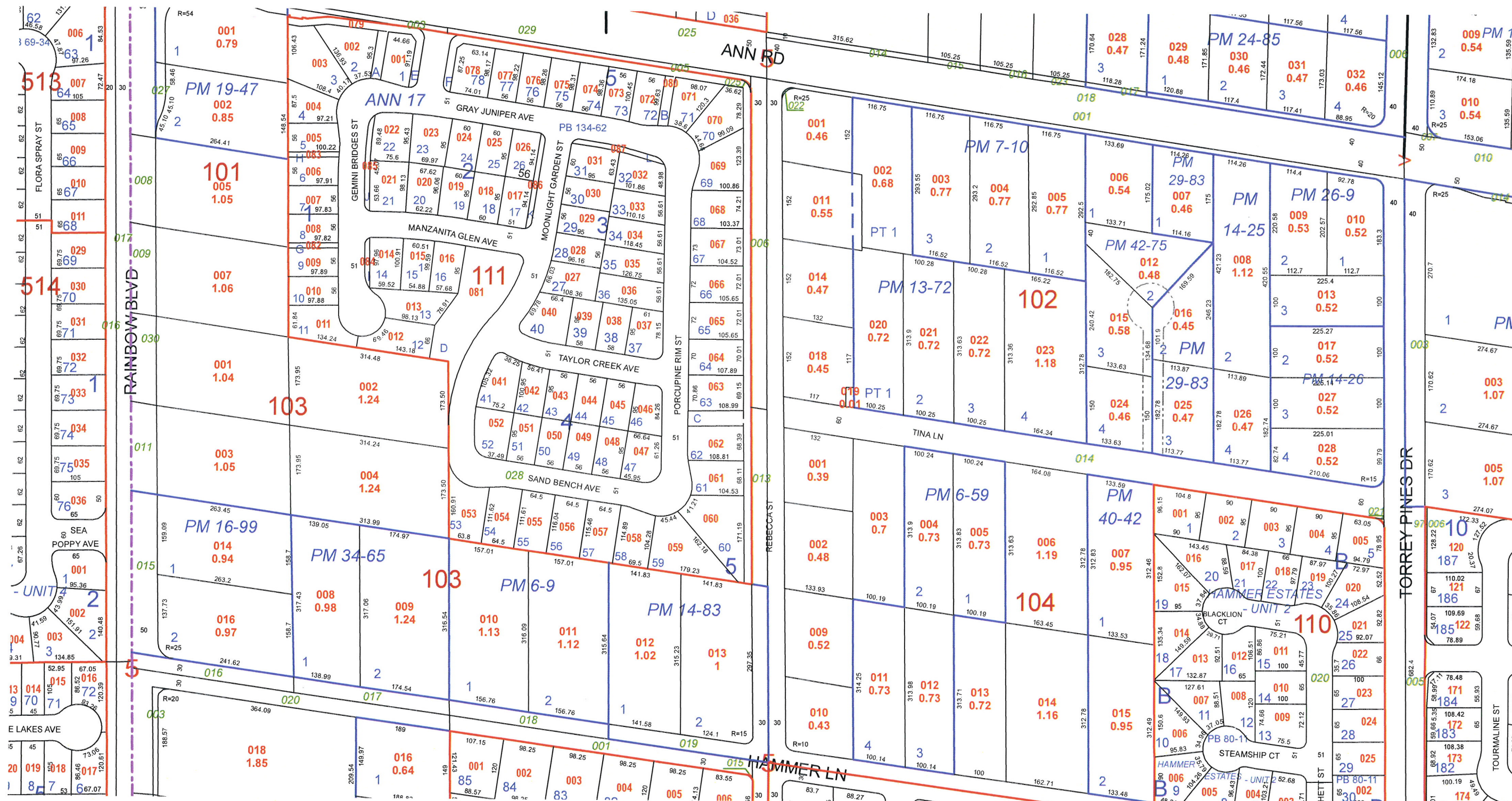
	PARCEL BOUNDARY		CONDOMINIUM UNIT	001	ROAD PARCEL NUMBER
	SUB BOUNDARY		AIR SPACE PCL	001	PARCEL NUMBER
	PM/LD BOUNDARY		RIGHT OF WAY PCL	1.00	ACREAGE
	ROAD EASEMENT		SUB-SURFACE PCL	202	PARCEL SUB/SEQ NUMBER
	MATCH / LEADER LINE			PB 24-45	PLAT RECORDING NUMBER
	HISTORIC LOT LINE			5	BLOCK NUMBER
	HISTORIC SUB BOUNDARY			5	LOT NUMBER
	HISTORIC PM/LD BOUNDARY			GL5	GOV. LOT NUMBER
	SECTION LINE				

099	100	101	102
126	125	124	123
137	138	139	140
164	163	162	161

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

8	4	8
5	1	5
6	2	6
7	3	7
8	4	8
5	1	5

Scale: 1" = 200'	Rev: 02/09/2011
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TAX DIST 200



Memorandum

Department of Public Works
City Engineer Division
Survey Section

Phone (702) 229-6217
Fax (702) 804-8582
www.lasvegasnevada.gov

To: TRENT J. KEENAN, PLS
From: ALAN R RIEKKI, PLS - CITY SURVEYOR *AR*
Copy: BART ANDERSON, P.E. - DEPARTMENT OF PUBLIC WORKS
STEVE GEBEKE - DEPARTMENT OF PLANNING
PETER LOWENSTEIN - DEPARTMENT OF PLANNING
GK3 ARCHITECTURE
GK3 ARCHITECTURE
TRENT KEENAN DIAMONDBACK LAND SURVEYING, LLC
D I VEGAS L L C - DIANA PROPERTIES

Date: May 15, 2017

RE: **PARCEL MAP 70213 - TERRIBLES 347**

Attached is a redlined drawing delineating comments for the above map. **THE REDLINED PRINT MUST BE RETURNED TO SURVEY ALONG WITH A CORRECTED DRAWING FOR APPROVAL.**

839471 CURRENT PL Status: Conditional Approval May 02, 2017

If you have any questions regarding the following Planning comments please call 229-6301

1. Please include PMP number at the bottom right corner of Sheet 1, which is PMP-70213.

839469 DEVCO Status: Conditional Approval May 15, 2017

If you have any questions regarding the following Development Coordination comments please call 229-6327

This one-lot Parcel Map is for the purpose of lot consolidation; therefore we have no objection to the recordation of this Parcel Map to combine assessor parcel lots 125-35-101-001 and 125-35-101-002.

This Map satisfies Condition #13 of SDR-60983. Off-site improvements are required per the previously approved Site Development Review; however no improvements are required prior to the recordation of this Parcel Map.

CONDITIONS OF APPROVAL:

1. Per Condition #17 of SDR-60983, revise the 5-foot easement along Rainbow Boulevard and Ann Road to include a Public Pedestrian Access Easement to be privately maintained by the property owner.
2. The proposed 10-foot public drainage easement shall be labeled "shall be maintained by the property owner".

3. Provide "PMP 70213" on Sheet 1 above the recording information.

839472 SURVEY Status: Denied May 11, 2017

If you have any questions regarding the following Survey comments please call 229-6217

Please revise the Title Block and map header to remove "a portion of" as NRS 278.490 (1) requires that an existing lot or parcel be included in its entirety within the boundaries of a merger and re-subdivision map. The legal description clearly excludes the right-of-way areas dedicated from the time since Parcel Map 19-47 recorded. Though a Lot/Parcel may be smaller than originally platted due to dedications, our preference is that when it comes to merger and re-subdivision, a qualifier containing "remainder area" or "a portion of" could be misinterpreted to not include all of the original Lot /Parcel.

May need to provide dual signature lines and acknowledgements to accommodate multiple Owner's.

Please check the area of Lot 1 on Sheet 2.

Otherwise, the map is technically correct as submitted.



End of Comments.

**CITY OF LAS VEGAS
REQUEST FOR COMMENTS**

DEVELOPMENT SERVICES CENTER CASE PLANNING DIVISION	DATE 5/1/17						
TO: <table><tr><td>SO.NEVADA HEALTH DISTRICT</td><td>DANIEL LaRUBIO JR.</td></tr><tr><td>FIRE PREVENTION</td><td>DAVID KLEIN</td></tr><tr><td>FIRE SERVICES\COMMUNICATIONS</td><td>ERV KRAL</td></tr></table>		SO.NEVADA HEALTH DISTRICT	DANIEL LaRUBIO JR.	FIRE PREVENTION	DAVID KLEIN	FIRE SERVICES\COMMUNICATIONS	ERV KRAL
SO.NEVADA HEALTH DISTRICT	DANIEL LaRUBIO JR.						
FIRE PREVENTION	DAVID KLEIN						
FIRE SERVICES\COMMUNICATIONS	ERV KRAL						
SUBJECT PARCEL MAP – PMP-70213 PMP-70213 - TERRIBLE'S #347 PARCEL MAP - APPLICANT: DIAMONDBACK LAND SURVEYING - OWNER: DI VEGAS LLC - For possible action on a request for Technical Review of a ONE-LOT PARCEL MAP on 1.6 acres at the southeast corner of Ann Road and Rainbow Boulevard (APNs 125-35-101-002 through 001), C-1 (Limited Commercial), Ward 4 (Anthony).							

STEVE GEBEKE, AICP, PLANNING SUPERVISOR

DEVELOPMENT SERVICES CENTER
CASE PLANNING DIVISION
333 NORTH RANCHO DRIVE, 3RD FLOOR
LAS VEGAS, NEVADA 89107

RETURN COMMENTS ON OR BEFORE - MAY 10, 2017

ATTACHMENT: MAP

**INTEROFFICE MEMORANDUM
REQUEST FOR COMMENTS**

DEVELOPMENT SERVICES CENTER CASE PLANNING DIVISION	DATE 5/1/17
TO:	
DEVELOPMENT COORDINATION	ROGER BAILEY
FLOOD CONTROL	ALBERT SUNG
RIGHT-OF-WAY	RAE HELLER
SANITARY SEWERS	JOE PEÑA
ELECTRICAL SERVICES	REBECCA WHITLOCK
LAND DEVELOPMENT	DAVID GUERRA
SURVEY	ALAN R. RIEKKI
SPECIAL IMPROVEMENT DISTRICT	ALISHA AUSCH
TRAFFIC ENGINEERING	RICK SCHRODER
SUBJECT PARCEL MAP – PMP-70213 PMP-70213 - TERRIBLE'S #347 PARCEL MAP - APPLICANT: DIAMONDBACK LAND SURVEYING - OWNER: DI VEGAS LLC - For possible action on a request for Technical Review of a ONE-LOT PARCEL MAP on 1.6 acres at the southeast corner of Ann Road and Rainbow Boulevard (APNs 125-35-101-002 through 001), C-1 (Limited Commercial), Ward 4 (Anthony).	

PLEASE RETURN ANY COMMENTS TO:

ROGER BAILEY, SR. ENGINEERING ASSOCIATE
ENGINEERING/PLANNING DIVISION
DEPARTMENT OF PUBLIC WORKS

RETURN COMMENTS ON OR BEFORE - MAY 10, 2017

ATTACHMENTS: APPLICATION, DEED & MAP

City of Las Vegas

495 S Main St
Las Vegas, NV 89101

PMP Application

Report Date 05/01/2017 04:05 PM

Submitted By CG

Page 1

A/P # 70213 PARCEL MAP

Application Information

Stages

	Date / Time	By		Date / Time	By
Processed	04/27/2017 11:16	984387	Temp COO		
Approved			COO Issued		
Final			Expires		

Associated Information

Type of Work	# Plans	0	Declared Valuation	0.00
Dept of Commerce	# Plans	0	Calculated Valuation	0.00
Priority	☒ Auto Reviews	Bill Group	Actual Valuation	0.00

Description of Work

PMP-70213 - TERRIBLE'S #347 PARCEL MAP - APPLICANT: DIAMONDBACK LAND SURVEYING - OWNER: DI VEGAS LLC - For possible action on a request for Technical Review of a ONE-LOT PARCEL MAP on 1.6 acres at the southeast corner of Ann Road and Rainbow Boulevard (APNs 125-35-101-002 through 001), C-1 (Limited Commercial), Ward 4 (Stavros).

Parent A/P

Project # 70213 Project/Phase Name TERRIBLES 347
Size/Area 1.60 ACRE Size Description
Proposed Start Proposed Stop
% Complete Formula

Phase #
Subdivision Code
% Completed 0.00

Property/Site Information

Parcel 12535101002

Location

Owner/Tenant

Contact ID AC3256966 Name D I VEGAS L L C
Mailing Address 5195 LAS VEGAS BLVD S
City LAS VEGAS
ZIP/PC 89119
Day Phone (702)501-9883 x
Fax

Organization DIANA PROPERTIES
State/Province NV
Country
Evening Phone
Mobile #

☐ Foreign

A/P Linked Addresses

No Addresses are linked to this Application

Linked Addresses

No Addresses are linked to this Application

A/P Addresses

No Other Addresses are associated to this Application

Linked Parcels

No Parcels are linked to this Application

A/P Linked Parcels

12535101001
12535101002

City of Las Vegas495 S Main St
Las Vegas, NV 89101**PMP Application****Report Date** 05/01/2017 04:05 PM**Submitted By**

Page 2

Applicants/Contacts

Primary	N	Capacity	OWNER	Contact ID	AC3256966 ☐ Foreign
Effective		Expire			
Name	D I VEGAS L L C				
Day Phone	(702)501-9883 x	Eve Phone		Organization	DIANA PROPERTIES
Pager		PIN #		Position	
Fax		Mobile		Profession	
E-Mail					
Address	5195 LAS VEGAS BLVD S LAS VEGAS, NV 89119				
Seasonal Addr					
Valid From		To			
Comments	secondary email les@northcap.com				
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	APPL	Contact ID	AC1602094 ☐ Foreign
Effective		Expire			
Name	GK3 ARCHITECTURE				
Day Phone	(702)932-0455 x	Eve Phone		Organization	
Pager		PIN #		Position	
Fax	(702)932-0456	Mobile		Profession	
E-Mail					
Address	2111 EDGEWOOD AVE LAS VEGAS, NV 89102				
Seasonal Addr					
Valid From		To			
Comments	No Comments				

Report Date 05/01/2017 04:05 PM

Submitted By

Page 3

CONTACT ADDITIONAL

WORKCARD: Work Card # 0
Expiration Date

CONTACT REQUIREMENTS

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

There are no items in this list

Primary	N	Capacity	OTHER	Other	REP	Contact ID	AC1602094	☐	Foreign
Effective		Expire							
Name	GK3 ARCHITECTURE								
Day Phone	(702)932-0455 x								
Pager		Eve Phone		Organization					
Fax	(702)932-0456	PIN #		Position					
E-Mail		Mobile		Profession					
Address	2111 EDGEWOOD AVE 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
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Orientation Attended

There are no items in this list

City of Las Vegas495 S Main St
Las Vegas, NV 89101**PMP Application****Report Date** 05/01/2017 04:05 PM**Submitted By**

Page 4

Applicants/Contacts

Primary	Y	Capacity	APPL	Contact ID	AC1934185 ☐ Foreign
Effective		Expire			
Name	TRENT KEENAN DIAMONDBACK LAND SURVEYING, LLC				
Day Phone	(702)823-3257 x	Eve Phone		Organization	
Pager		PIN #		Position	
Fax	(702)933-9030	Mobile		Profession	
E-Mail					
Address	6140 BRENT THURMAN WAY SUITE 230 LAS VEGAS, NV 89148				
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
-----------	---------------	--------	-------------	-----------------	----------------------

There are no items in this list

Contractors

No Contractors

Activity Review Details

Detail	BLUELINE SUBMIT CHECKLIST(PMP)	Modified By	MREX	Modified Date/Time	04/27/2017 11:16
Comments	No Comments				

Report Date 05/01/2017 04:05 PM

Submitted By

Page 5

BLUELINE SUBMITTAL

BlueLine Submittal Checklist

- Y Application/Petition Form
- Y Deed and Legal Description
- Y Parcel Map Checklist
- Y Parcel Map (13 folded blue line)
- Y Assessors Parcel map
- Y Surveyor Seal and Signature are on the plat
- Y Lot sizes comply with the zoning
- Y Statement of Financial Interest

- Y Business Licensing Requirements Met
- N Business License Exempt

PARCEL MAP

Type of Map NEW

CLV Drawing #

N Parent Project link required? N Is this a Residential Subdivision?

Flood Study required? Traffic Study required?

BlueLine Process

Covenant Running with Land Required?

1 # of Residential/Commercial Lots

Mylar Process

0 # of Common Element Lots

0 # of Residential/Commercial Lots

04/27/2017 BlueLine Submitted

0 # of Common Element Lots

05/01/2017 BlueLine Accepted for Processing

Mylar Submitted

Mylar Accepted for Processing

Mylar Comments Sent

Mylar Released for Recordation

Recordation Information

Date At 00:00

Subdivision Code (File and Page)

Street Name Has Been Changed

Template Type A/P # A/P Type Status Stage

No children exist for this project

Employee Employee ID Last First MI Comments

010014 GRUBA CHRIS

City of Las Vegas495 S Main St
Las Vegas, NV 89101**PMP Application****Report Date** 05/01/2017 04:05 PM**Submitted By**

Page 6

Log Action Comments	Description	Entered By	Start	Stop	Hours
PAYMNT \$300 herbst dev. ch#70213 rachel turkish 702-823-3257	CO NAME WHO PICKED UP CONTACT#	988430	04/27/2017 11:25		0.00



DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Parcel Map
 Project Address (Location) SE corner of Ann and Rainbow
 Project Name Terrible's #347 Proposed Use C-Store/Fuel/Car Wash
 Assessor's Parcel #(s) 125-35-101-002 & -001 Ward # 4
 General Plan: existing C-1 proposed _____ Zoning: existing C-1 proposed _____
 Commercial Square Footage +/-3,500 SF Floor Area Ratio _____
 Gross Acres 1.60 Lots/Units 2 Density _____
 Additional Information _____

PROPERTY OWNER DI Vegas LLC & Diana Properties Contact Pauline P. Yeung
 Address 10300 W. Charleston Blvd. #13-F39 Phone: (702) 501-9883 Fax: _____
 City Las Vegas State NV Zip 89135
 E-mail Address paulinevegas@gmail.com / Les@northcap.com

APPLICANT Diamondback Land Surveying Contact Trent Keenan
 Address 6140 Brent Thurman Way, Suite 230 Phone: (702) 823-3257 Fax: (702) 900-9030
 City Las Vegas State NV Zip 89148
 E-mail Address tkeenan@diamondbacklandsurveying.com

REPRESENTATIVE GK3 Architecture Contact Gemie Knisely
 Address 2111 Edgewood Ave Phone: (702) 932-0455 Fax: (702) 932-0456
 City Las Vegas State NV Zip 89102
 E-mail Address Gemie@GK3Architecture.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 purchase (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* *Pauline Yeung*

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

Print Name PAULINE YEUNG

Subscribed and sworn before me

This 19th day of April, 20 17.

Andrea Parks
 Notary Public in and for said County of Clark, State of Nevada
 Appointment No. 14-13858-1
 My Appt. Expires Jan 1, 2018

FOR DEPARTMENT USE ONLY

Case #	<u>PMP-70243</u>
Meeting Date:	<u>N/A</u>
Total Fee:	<u>300</u>
Date Received:*	<u>4/27/17</u>
Received By:	<u>M Ray</u>

*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.



DEPARTMENT OF PLANNING

PARCEL MAP APPLICATION CHECKLIST

The following information/data shall be submitted with each parcel map application:

- ☒ A. One (1) copy of the County Assessor's map showing all area within six hundred sixty (660) feet of subject property and depicting all area therein owned by the applicant.
- ☒ B. One (1) copy of the recorded deed reflecting current ownership and description of property, or one (1) copy of any other document which shows such ownership to the satisfaction of the City Attorney.
- ☐ C. Signed approval form from the Las Vegas Valley Water District.

D. Parcel Map Contents:

- ☒ 1. Certificate of ownership and easement dedication, dedicating easements, alleys, streets, highways or other public ways as shown on the map (per Appendix E);
- ☒ 2. Certificate of land surveyor, signed and sealed by the professional land surveyor who was responsible for the survey (per Appendix E of the Unified Development Code);
- ☒ 3. All monuments found, set, reset, replaced or removed, describing kind, size and location and other data relating thereto;
- ☒ 4. Bearing or witness monuments, basis of bearings, bearing and length of lines and scale of map;
- ☒ 5. Name and legal description of tract in which survey is located and ties to adjoining tracts;
- ☒ 6. Existing easements granted or dedications made within one hundred fifty (150) feet of the parcel boundaries, if applicable;
- ☒ 7. Street names, location and width of existing and proposed rights of way to serve as access for the parcels, up to a minimum of one hundred fifty (150) feet from boundary of proposed division, and access streets connecting development to existing dedicated streets;
- ☒ 8. Where applicable, proposed street names and addresses for each lot, in accordance with the City's street addressing regulations;
- ☒ 9. Survey analysis sufficient to delineate boundary controlling monuments;
- ☒ 10. Identification of adjoining properties;
- ☒ 11. A legend, as necessary, which denotes the meaning of all symbols utilized and includes the date and north arrow;
- ☒ 12. Dimensions of property and parcels to be created, which shall be shown in acres, calculated to the nearest one hundredth (0.01) of an acre, if an area is two (2) acres or more, or in square feet if area is less than two (2) acres;
- ☒ 13. All proposed and existing structures and other physical features that have bearing on the proposed division, which shall be shown to scale and with setbacks clearly defined;
- ☒ 14. Certificate of approval by the Director of the Department of Planning and the City Surveyor;
- ☐ 15. Impact Statement, if required; and
- ☒ 16. Location of all trails.

E. Supplemental Information

The following supplemental information may be required by the Department of Public Works prior to the approval of the parcel map. When required, it shall be submitted on separate drawings or sheets:

- ☐ A. All off-site improvements proposed by the applicant that have a bearing on the proposed division; and
- ☐ B. Certification by a surveyor that the parcel map complies with NRS Chapter 278, if the City Surveyor has waived the requirement for a new survey and the map is prepared from a previously recorded survey.

Chris Gruba

From: Nina Crawford <nina@northcap.com>
Sent: Monday, May 01, 2017 2:09 PM
To: Chris Gruba
Subject: Ann/Rainbow
Attachments: Certificate of Trust - Global Investments Trust - 06062016.pdf; DI Vegas5.pdf

Good afternoon,

Please see attached certificate of trust for Global Investments Trust and the DI Vegas operating agreement.

Please let me know if you have any questions.

Thank you.

Nina Crawford
Northcap Commercial
P: 702.853.4483 | **F:** 855.537.0365
1127 S. Rancho Dr. | Las Vegas, NV 89102
nina@northcap.com

rec Late April 27 2017

RENUNCIATION OF RIGHT TO BE A BENEFICIARY OF
GLOBAL INVESTMENTS TRUST AND RESIGNATION AS RESOURCES TRUSTEE

THIS RENUNCIATION, is entered into this _____ day of JAN 08 2015, to be effective immediately, by and between Nelson Y. Wong and Pauline P. Yeung ("Resources Trustees"), Shannon L. Evans ("Independent Trustee").

WHEREAS, the Resources Trustees created an irrevocable trust on December 23, 2010; and

WHEREAS, Shannon L. Evans is the Independent Trustee; and

WHEREAS, Nelson Y. Wong and Pauline P. Yeung are awaiting finalization of their divorce and have agreed to a property settlement;

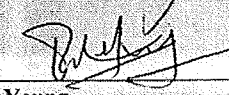
WHEREAS, pursuant to the agreement, Nelson Y. Wong, hereby resigns as a Resources Trustee, renounces his right to be a beneficiary and relinquishes his right to be a Grantor of Global Investments Trust; and

NOW THEREFORE, Nelson Wong hereby renounces his right to be a beneficiary under the Global Investments Trust, relinquishes his right to be a Grantor of Global Investments Trust and resigns as Resources Trustee of the Global Investments Trust.

RESOURCES TRUSTEES:

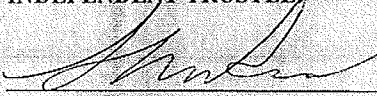


Nelson Y. Wong



Pauline P. Yeung

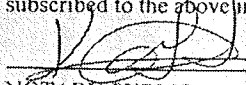
INDEPENDENT TRUSTEE:



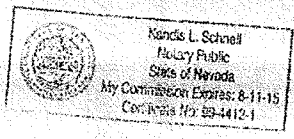
Shannon L. Evans

STATE OF NEVADA }
COUNTY OF CLARK } ss.

On this _____ day of JAN 08 2015, personally appeared before me, a Notary Public, Shannon L. Evans, who is personally known or proved to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that she signed the instrument.



NOTARY PUBLIC

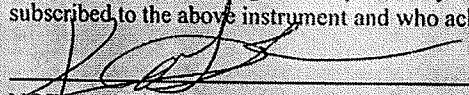


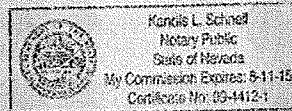
STATE OF NEVADA

COUNTY OF CLARK

ss.

On this _____ day of JAN 08 2015, personally appeared before me, a Notary Public, **Pauline P. Yeung**, who is personally known or proved to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that she signed the instrument.


NOTARY PUBLIC



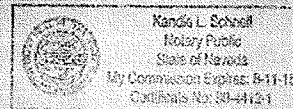
STATE OF NEVADA

COUNTY OF CLARK

ss.

On this _____ day of JAN 08 2015, personally appeared before me, a Notary Public, **Nelson Y. Wong**, who is personally known or proved to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he signed the instrument.


NOTARY PUBLIC



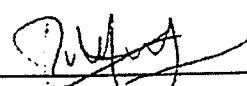
CERTIFICATE OF TRUST EXISTENCE AND TRUSTEE'S AUTHORITY

Pauline P. Yeung certifies and says under penalty of perjury that:

- I. She is the Grantor of **Global Investments Trust**, an irrevocable Declaration of Trust dated December 23, 2010, the identifying number which is 27-6985116. **Pauline P. Yeung** is the initial Resources Trustee of the Trust. Upon the resignation, incapacity, or death of the Grantor, the following Resources Trustees shall serve, in the order named, as successor trustee:
 1. **Lee Wan Sheung;**
 2. **Vivian Fong and Stephen Yeung, jointly or the survivor thereof.**
- II. The successor trustee(s) is authorized to act as trustee upon signing a Certificate of Incumbency and filing it in the Recorder's Office of each county in which trust real property is located. To the Certificate of Incumbency shall be attached one of the following: (a) a certified copy of the death certificate of the predecessor trustee; or (b) the written resignation of the predecessor trustee; or (c) a certificate in writing by two (2) licensed physicians declaring that the predecessor trustee has become physically or mentally incapacitated, whether or not a court has declared him incompetent, mentally ill, or in need of a guardian. The Certificate of Incumbency shall also contain a statement that the person or entity filing the certificate is the succeeding trustee designated under the declaration of trust and that the designated trustee is accepting the trusteeship.
- III. Said Trust may not be revoked.
- IV. The trustee and all successor trustees may have, among other powers, all of the powers contained in §§163.265 to 163.410 of the Nevada Revised States, including the power to sell, mortgage and lease trust property. The trustee, in behalf of the trust, may also borrow money, maintain a securities margin account, and invest in all forms of assets, without limitation. No person dealing in good faith with a trustee in any transaction shall be responsible to confirm the trustee's power or to verify any provisions of the trust instrument. The Resources Trustees may open bank accounts or stock brokerage accounts. The Resources Trustee may serve as trustee/manager for limited liability companies and may open and sign on bank accounts for any such limited liability companies.
- V. This trust is intended to comply with and meet the requirements of NRS §166, the Spendthrift Trust Act of Nevada.
- VI. Resources Trustee: The Resources Trustee(s) shall have all of the duties, responsibilities and powers conferred by the Trust Agreement including acting as the sole Trustee responsible for distributions of income and/or principal and determining appropriate trust investments according to Section 6, trustee powers and make any decisions for the trust in its duties as manager of any Nevada limited liability company it may be duly nominated to represent, including sole authority for signing on accounts in the trust name, or in the name of a limited liability company which this trust manages.

The Resources Trustee may open bank accounts and brokerage accounts in the name of this trust and for limited liability companies for which this trust is named as a manager.

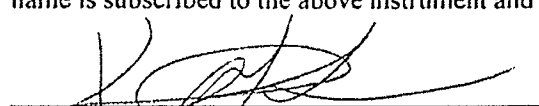
Dated: 1-8-15



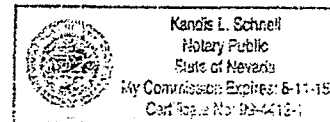
Pauline P. Yeung, Resources Trustee

STATE OF NEVADA }
 }
COUNTY OF CLARK } ss.

On this JAN 08 2015, personally appeared before me, a Notary Public in and for said County and State, **Pauline P. Yeung**, who is personally known or proved to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that she signed the instrument.



NOTARY PUBLIC





DEPARTMENT OF PLANNING

PARCEL MAP SUBMITTAL REQUIREMENTS

APPLICATION/PETITION FORM: A completed Application/Petition Form is required. The application shall be signed, notarized and acknowledged by the owner of record of each parcel of property. Non-Property Owner: An application is sufficient if it is signed and acknowledged by a lessee, a contract purchaser or an optionee of the property for which the Parcel Map is sought. However, interest in that property must exist in a written agreement with the owner of record, attached to which is a copy of the Parcel Map application and in which the owner of record has authorized the lessee, contract purchaser or optionee to sign the application. The agreement must further stipulate that the owner of record consents to the filing and processing of the application and agrees to be bound by the requested Parcel Map.

LVVWD APPROVAL: A statement from the Las Vegas Valley Water District that the proposed parcel map complies with all applicable water service rules (this is required for parcel maps for divisions of land only; it is not required for reversionary maps or maps that combine multiple lots into a single legal lot). More information regarding this requirement is available by calling LVVWD Engineering Services at (702) 258-3165 or visiting the LVVWD website at:
http://www.lvvwd.com/assets/pdf/eng_parcel_map_jurat.pdf

DEED & LEGAL DESCRIPTION: In order to verify ownership, a copy of the recorded deed(s) for the subject property(ies), including exhibits and attachments, is required. The deed and all attachments must be legible.

PARCEL MAP: (13 folded) Please refer to the Parcel Map Checklist for additional requirements. All maps must be stamped with a validated land surveyor's seal on every page. The seal must be signed, dated and include the expiration date of the seal.

PROOF OF RECORDATION: Once recorded, the applicant shall provide the recordation information on the postcard provided at the time of mylar release, including Instrument Number, date of recordation, receipt number, map name, book/file name, page number, CLV case number, the number of pages recorded and who recorded the map, to the City Engineering Division, Survey Section.

FEES: \$300

PARCEL MAP CHECKLIST: All items on the Checklist must be addressed on the Parcel Map.

Inst #: 20170228-0001414
Fees: \$20.00 N/C Fee: \$25.00
RPTT: \$7140.00 Ex: #
02/28/2017 09:17:20 AM
Receipt #: 3019962
Requestor:
FNTG NCS (LAS VEGAS)
Recorded By: SCA Pgs: 6
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 125-35-101-001 125-35-101-002
Affix R.P.T.T. \$7,140.00

RECORDING REQUESTED BY:
FIDELITY NATIONAL TITLE
WHEN RECORDED MAIL TO and MAIL TAX
STATEMENT TO:
DI VEGAS, LLC, A NEVADA LIMITED
LIABILITY COMPANY

ESCROW NO: 00062090-420-MS6

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That
Rainbow Ann (1) L.L.C., a Nevada limited liability company

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby
Grant, Bargain Sell and convey to

DI Vegas, LLC, a Nevada limited liability company and Diana Properties, a Nevada Limited
Liability Company

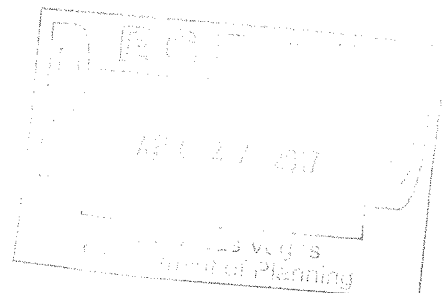
all that real property situated in the County of Clark, State of Nevada, bounded and described as
follows:

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

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

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

**Signed In
Counterparts**



Witness my/our hand(s) this 14th day of February 2017

Rainbow Ann (1) L.L.C., a Nevada limited liability company

[Signature]

Mike Montandon, Manager

Mike Montandon

STATE OF NEVADA
COUNTY OF CLARK

[Signature] ***

Lyle Brennan, Manager

Lyle Brennan

} ss:

On this February 14, 2017
appeared before me, a Notary Public,

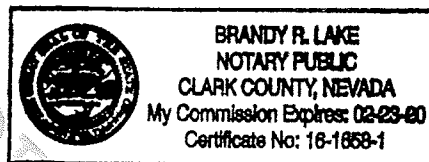
Mike Montandon * * * *

* * * *
personally known or proven to me to
be the person(s) whose name(s) is/are
subscribed to the above instrument,
who acknowledged that he/she/they
executed the instrument for the
purposes therein contained.

Brandy R. Lake

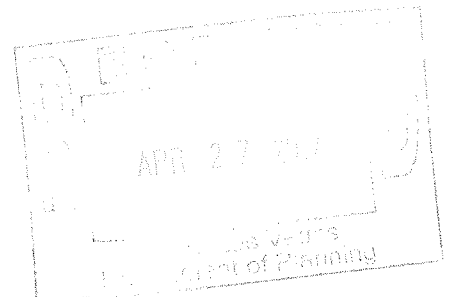
Notary Public

My commission expires: 2/23/20



Brandy R. Lake
exp. 02-23-20
Cert # 16-1658-1

NOTARY JURAT FOR GRANT, BARGAIN, SALE DEED
FOR ESCROW NO.: 00062090-420MS6



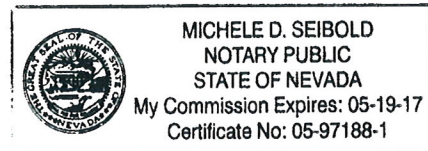
STATE OF NEVADA)
)ss
COUNTY OF CLARK)

On February 16, 2017 personally appeared before me, a Notary Public, Lyle E. Brennan personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Michelle D. Seibold

Notary Public

My commission expires: May 19, 2017

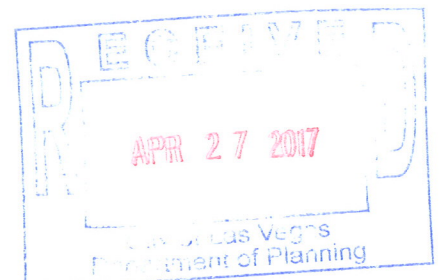


Michelle D. Seibold

05-19-17

05-97188-1

ASSESSOR'S COPY



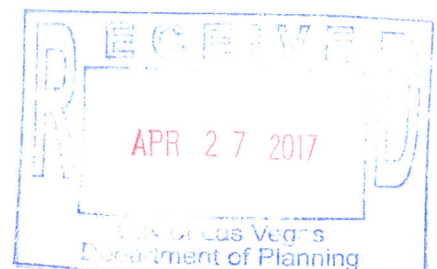
Escrow No. 00062090 - 420 - MS6
Grant, Bargain, Sale Deed....Continued

EXHIBIT A

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

LOTS ONE (1) AND TWO (2) AS SHOWN BY MAP THEREOF ON FILE IN FILE 19 OF PARCEL MAPS, PAGE 47 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND GRANTED TO THE CITY OF LAS VEGAS IN THAT CERTAIN "FINAL ORDER OF CONDEMNATION" RECORDED FEBRUARY 10, 2006 IN BOOK 20060210 AS INSTRUMENT NO. 0000845 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.



**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a) 125-35-101-001

b)

c) 125-35-101-002

d)

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property:

\$1,400,000.00

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

(0.00)

Transfer Tax Value:

\$1,400,000.00

Real Property Transfer Tax Due:

\$7,140.00

4. If Exemption Claimed:

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

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100%

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

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____

Capacity: Grantor

Signature: _____

Capacity: Grantee

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Rainbow Ann (1) L.L.C., a Nevada limited liability company

Address: 1549 Foothills Village Drive

City, St., Zip: Henderson, NV 89012

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: DI Vegas, LLC, a Nevada limited liability company and Diana Properties, a Nevada Limited Liability Company

Address: 5195 Las Vegas Blvd South

City, St., Zip: Las Vegas, NV 89119

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

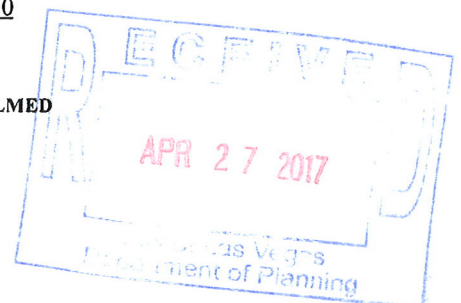
Print Name: Fidelity National Title Group

Escrow #: 00062090-420

Address: 1701 Village Center Circle

City/State/Zip: Las Vegas, NV 89134

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

a) 125-35-101-001

b)

c) 125-35-101-002

d)

2. Type of Property:

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e) ☐ Apt. Bldg. f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

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(0.00)

Transfer Tax Value:

\$1,400,000.00

Real Property Transfer Tax Due:

\$7,140.00

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

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Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____

Capacity Grantor Grantee

Signature _____

Capacity Grantee

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name Rainbow Ann (1) L.L.C.

Address: 1549 Foothills Village Drive

City, St., Zip: Henderson, NV 89012

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: DI Vegas, LLC, and Diana Properties

Address: 10300 W Charleston Blvd. #13-F39

City, St., Zip: Las Vegas, NV 89135

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

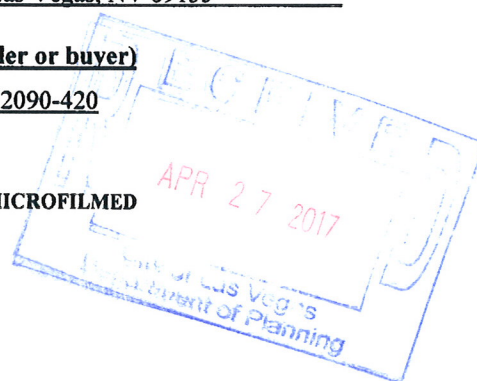
Print Name: Fidelity National Title Group

Escrow #: 00062090-420

Address: 1701 Village Center Circle

City/State/Zip: Las Vegas, NV 89134

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



AMENDED
OPERATING AGREEMENT

FOR

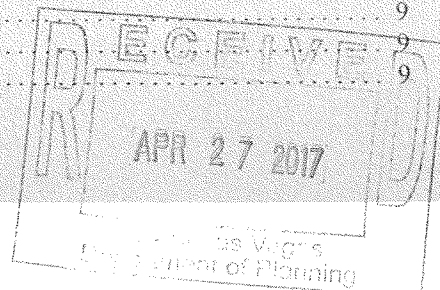
DI VEGAS, LLC
A LIMITED LIABILITY COMPANY

DI VEGAS, LLC
A Limited Liability Company

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EVANS & ASSOCIATES
A PROFESSIONAL LAW CORPORATION



7251 W. Lake Mead #530
Las Vegas, NV 89128

The company's principal place of business shall be:

5760 Spring Mountain Road
Las Vegas, NV 89146

2.4 Purpose: The company is organized for the purpose of engaging in any business or enterprise which may lawfully be conducted by the company under Nevada law. The company's business may include, without limitation, the acquisition, development, management, operation and disposition of real, personal and intangible property, the carrying on of any business or activities relating thereto or arising therefrom, the entering into of any company, joint venture or other similar arrangement to engage in any of the foregoing or the ownership of interests in any entity engaged in any of the foregoing, and anything incidental or necessary to the foregoing.

2.5 Term: The term of the company shall commence when the articles of organization has been filed with the Secretary of State and this operating agreement has been signed by all members and shall continue until dissolved in accordance with ARTICLE 9 of this operating agreement.

ARTICLE 3. CAPITAL CONTRIBUTIONS

3.1 Initial Capital Contributions: The members, upon execution of this agreement, shall make capital contributions in the amounts set out in Exhibit A attached hereto.

3.2 Allocation of Company Interest: The Membership Interest of the company is initially allocated as set forth in Exhibit A attached hereto. Exhibit A shall be amended from time to time by the Manager to reflect transfers or other changes in the ownership of interest of the Company.

3.3 Additional Contributions:

(a) **Determination by Manager:** If the Managers by majority vote determine that additional capital contributions are required for the operation of the company or to pay obligations of the company, each member may contribute the portion of the additional capital that bears the same proportion to the total additional capital as the membership interest owned by each member bears to the total interest owned by all members. No member shall be required to make an additional capital contribution.

(b) **Payment of Additional Capital:** Payment of the additional capital must be made within 20 days after it is determined that the same is required.

(c) **Noncontributing Members:** If any member elects to not pay the additional capital required, then the non-contributing member's interest shall be diluted and such amount shall be distributed pro-rata to the contributing-members, in proportion to the membership interest owned by each of the members, or as otherwise agreed, shall receive an additional pro-rata interest in the company, according to the amount contributed. If the contributing members do not contribute the

deficiency in additional capital to the company, the company shall borrow such deficiency from such sources as are available to it upon such terms as are acceptable to the Manager.

3.4 No Withdrawal: No member shall be entitled to withdraw all or any part of his or her capital contribution or his or her capital account or to receive any distribution from the company, except as provided in Articles 4 and 9 hereof.

ARTICLE 4. DISTRIBUTIONS

4.1 General: The Manager may from time to time, by majority vote, cause the company to distribute cash and/or other property to the members in proportion to the membership interest owned by each member.

4.2 Payments and Reimbursements Not Distributions: Any amounts paid pursuant to Section 6.7 hereof shall not be deemed to be distributions for purposes of this agreement.

4.3 Distributions of Capital: The Manager may from time to time, by majority vote, cause the company to distribute cash and/or other property to the members as a return of capital. Distributions made pursuant to this section 4.3 need not be made in accordance with the member's membership interest or capital accounts. Rather, distributions pursuant to this Section 4.3 can be made to any member, in the discretion of the Manager, as long as that distribution is designated as a "return of capital"; provided, however, that distributions under this Section 4.3 may only be made to a member to the extent of the positive balance in that member's capital account.

ARTICLE 5. PROFITS AND LOSSES

5.1 General Allocation of Profits and Losses: Except as otherwise provided in this agreement, the profits and losses of the company arising during any tax year of the company shall be allocated to the members in proportion to the membership interest owned by each member.

5.2 Regulatory Allocations:

(a) **Qualified Income Offset:** Except as provided in Section 5.2(c) hereof, in the event a member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulation paragraphs (4), (5) or (6) of section 1.704-1(b)(2)(ii)(d), items of company income and gain shall be specially allocated to the member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the adjusted capital account deficit of the member as quickly as possible.

(b) **Gross income allocation:** In the event that a member has a deficit capital account at the end of any company fiscal year that is in excess of the sum of (i) the amount that member is obligated to restore and (ii) the amount that Member is deemed to be obligated to restore pursuant to the penultimate sentence of Treasury Regulation section 1.704-1(b)(4)(iv)(f), that member shall be specially allocated items of company income and gain in the amount of such excess as quickly as possible.

(c) **Minimum Gain Chargeback:** Notwithstanding any other provision of this Article 5, if there is a net decrease in company minimum gain during any company fiscal year, and if a member would otherwise have an adjusted capital account deficit at the end of that year (after giving effect to all other adjustments to the members' capital account with respect to that year), that member shall be specially allocated items of company income and gain for such year (and, if necessary, for subsequent years) in an amount and manner sufficient to eliminate the adjusted capital account deficit as quickly as possible. The items to be so allocated shall be determined in accordance with Treasury Regulation section 1.704-1(b)(4)(iv)(e). This section 5.2 is intended to comply with the minimum gain chargeback requirement in the Treasury Regulations and shall be interpreted consistently therewith.

(d) **Allocation in the Event of Section 754 Election:** To the extent an adjustment to the adjusted tax basis of any company asset pursuant to IRC section 734(b) or section 743(b) is required, pursuant to Treasury Regulation section 1.704-1(b)(2)(iv)(m), to be taken into account in determining capital accounts, the amount of that adjustment to the capital accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset), and that gain or loss shall be specially allocated to the members in the manner consistent with the manner in which their capital accounts are required to be adjusted pursuant to that Treasury Regulation.

5.3 Curative Allocations: The allocations set forth in sections 5.2 and 5.2 of this agreement (the "regulatory allocations") are intended to comply with certain requirements of Treasury Regulation section 1.704-1(b). Notwithstanding any other provisions of this Article 5 (other than the regulatory allocations), the regulatory allocations shall be taken into account in allocating other profits, losses and items of income, gain, loss and deduction among the members so that, to the extent possible, the net amount of the allocations of other profits, losses and other items in the regulatory allocations to each member shall be equal to the net amount that would have been allocated to each member if the regulatory allocations had not occurred.

5.4 Special Tax Allocations:

(a) **Contributed Property:** In accordance with IRC section 704(c) and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the company shall, solely for tax purposes, be allocated among the members so as to take account of any variation between the adjusted basis of that property to the company for federal income tax purposes and its initial agreed value (computed in accordance with Section 11.2(a) hereof).

(b) **Adjusted Property:** In the event the agreed value of any company asset is adjusted pursuant to Section 11.2(b) hereof, subsequent allocations of income, gain, loss and deduction with respect to that asset shall take into account any variation between the adjusted basis of that asset for federal income tax purposes and its agreed value in the same manner as the variation between federal income tax basis and agreed value is taken into account under Section 5.4(a) with respect to contributed property.

(c) **Recapture of Deductions and Credits:** If any "recapture" of deductions or credits previously claimed by the company is required under the Internal Revenue Code upon the sale or

other taxable disposition of any company property, those recaptured deductions or credits shall, to the extent possible, be allocated to the members pro rata in the same manner that the deductions and credits giving rise to the recapture items were originally allocated using the "first-in, first-out" method of accounting; provided, however, that this Section 5.4(c) shall only affect the characterization of income allocated among the members for tax purposes.

(d) **Discretion of Manager:** Any elections or other decisions relating to the allocations under this Section 5.4 shall be made by the Manager in any manner that reasonably reflects the purpose and intention of this agreement. Allocations pursuant to this Section 5.4 are solely for purposes of federal, state and local taxes and shall not affect or in any way be taken into account in computing any member's capital account or share of profits, losses, other items or distributions pursuant to any provision of this agreement.

5.5 **Allocation in the Event of Transfer:** In the event additional or substituted members are admitted to the company, the profits and losses allocated to the members for that fiscal year shall be allocated among them in accordance with IRC section 706, using any convention permitted by law and selected by the Manager.

ARTICLE 6. MANAGEMENT OF COMPANY

6.1 **Rights and Powers of Management:** Except as otherwise expressly provided in this operating agreement, all management rights, powers and authority over the business, affairs and operations of the company shall be solely and exclusively vested in the Manager.

(a) In addition to the powers now or hereafter granted to the managers of a limited liability company under applicable law or which are granted to the members under any other provisions of this agreement, the Manager shall have the full right, power and authority to do all things deemed necessary or desirable by it, in its reasonable discretion, to conduct the business, affairs and operations of the company.

(b) Such powers shall include, without limitation:

(i) the making of any expenditures, the borrowing of money, the guaranteeing of indebtedness and other liabilities, the issuance of evidences of indebtedness, and the incurring of any obligations it deems necessary for the conduct of the activities of the company;

(ii) the acquisition, disposition, mortgage, pledge, encumbrance, hypothecation or exchange of any or all of the assets of the company and the merger of the company with or into another entity;

(iii) the use of the assets of the company (including, without limitation, cash on hand) for any purpose and on any terms the voting members deem appropriate, including, without limitation, the financing of the conduct of the operations of the company, the lending of funds to other persons and the repayment of obligations of the company;

- (iv) the negotiation and execution on any terms deemed desirable by it and the performance of any contracts, conveyances or other instruments that it deems useful or necessary to the conduct of the company operations or the implementation of its rights, powers and authority pursuant to this Agreement;
- (v) the distribution of company cash;
- (vi) the selection and dismissal of employees and outside attorneys, accountants, consultants and contractors and the determination of their compensation and other terms of employment or hiring;
- (vii) the maintenance of such insurance for the benefit of the company and the members which it deems necessary;
- (viii) the formation of any limited or general partnerships, limited liability companies, joint ventures or other relationships that it deems desirable;
- (ix) the control of any matters affecting the rights and obligations of the company, including the conduct of litigation and the incurring of legal expense and the settlement of claims and litigation;
- (x) the purchase sale or other acquisition or disposition of securities of the company at those times and on those terms as it deems to be in the best interests of the company and the members;
- (xi) the lending or borrowing of money, the assumption or guarantee of or other contracting for indebtedness and other liabilities, the issuance of evidences of indebtedness and the securing of same by mortgage, deed of trust or other lien or encumbrance; and
- (xii) the bringing and defending of actions at law or in equity and the indemnifications of any person against liabilities and contingencies to the extent permitted by law.

6.2 No Approval Necessary: Each of the members hereby agrees that only the Manager is authorized, directed and empowered to execute, deliver and perform any and all other agreements, acts, transactions and matters contemplated in this operating agreement on behalf of the company without any further act, approval or vote of the members, notwithstanding any applicable law, rule or regulation.

6.3 Restrictions on Rights and Powers: Neither the Manager nor any member shall have the authority to take any of the following actions:

- (a) perform any act which would subject any member to personal liability for the obligations of the company; or
- (b) do any act in contravention of this agreement or which would make it impossible to carry on the ordinary business or affairs of the company.

6.4 Duties and Obligations of Members: Unless otherwise agreed by all members, the manager shall have the following duties and obligations:

- (a) to take all actions which may be necessary or appropriate to accomplish the purpose of the company;
- (b) to take all actions which may be necessary or appropriate for the continuation of the company's valid existence as a Limited Liability Company under the laws of the State of Nevada;
- (c) to conduct its affairs and the affairs of the company in such a manner that no member will have any personal liability for any obligations or liabilities of the company, except as agreed to by each affected member.

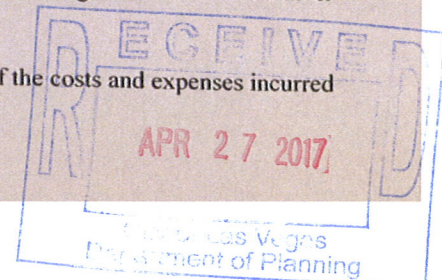
6.5 Filing of Documents: The Manager shall file or cause to be filed all certificates or documents as may be determined by the Manager to be necessary or appropriate for the formation, continuation, qualification and operation of a Limited Liability Company in the State of Nevada and any other state in which the company may elect to do business.

6.6 Reliance by Third Parties: Notwithstanding any other provision of this operating agreement to the contrary:

- (a) no seller, lender or purchaser, including any purchaser of property from the company or any other person dealing with the company, shall be required to look to the application of proceeds hereunder or verify any representation by the Manager as to the extent of the interest in the assets of the company that the Manager is entitled to encumber, sell or otherwise use, any seller, lender, purchaser or other person dealing with the company shall be entitled to rely exclusively on the representations of the Manager as to its authority to enter into any kind of arrangement intended to bind the company, including, without limitation, any financing, purchasing or selling of real property and shall be entitled to deal with the Manager as if it was the sole party in interest therein, both legally and beneficially; and
- (b) every instrument purporting to be the action of the company and executed by the Manager (or any person, including employees of the company, authorized from time to time by the Manager to execute such instruments) shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that, at the time of delivery thereof, this Agreement was in full force and effect and that the execution and delivery of that instrument was duly authorized by the Manager and the company.

6.7 Compensation and Reimbursement of the Members:

- (a) **Compensation:** The Manager shall be entitled to a management fee for their services rendered to the company at a rate comparable to that which would be paid to unrelated parties for similar services. However, they may elect to waive such management fee if such waiver is in writing.
- (b) **Reimbursements:** The company shall pay all of the costs and expenses incurred



by the Manager in connection with the business, affairs and operations of the company, including, but not limited to, all overhead and operating expenses, employee compensation, benefits and other expenses, indemnification expenses and amounts paid to any person to acquire or to dispose of any interest in any property, to settle claims or to perform services at the request of, or for the benefit of, the company, in each case as the Manager authorizes or approves in its reasonable discretion. Notwithstanding any provision of this agreement, however, the company shall not pay, or reimburse any member for, any taxes on, or measured by, the income of that member. Reimbursements to a member shall be promptly paid.

6.8 Company Funds: The funds of the company shall be deposited in that account or those accounts as are designated by the Manager. All withdrawals from or charges against those accounts shall be made by the Manager. Funds of the company may be invested as determined by the Manager, except in connection with acts or except as otherwise expressly prohibited by this agreement.

6.9 Liability of the Members: Neither a member of the company nor the members or shareholders, directors, officers, employees or agents of a member shall be liable to the company or any other member for errors in judgment or for any acts or omissions taken in good faith, except for acts or omissions for which he, she or it is adjudged by a court of competent jurisdiction to be guilty of actual fraud or willful or wanton misconduct.

6.10 Title to Company Assets: Title to company property, whether real, personal or mixed, tangible or intangible, shall be deemed to be owned by the company as an entity, and no member, individually or collectively, shall have any ownership interest in company property or any portion thereof. Title to any or all of the company property may be held in the name of the company, the Manager or one or more nominees, as the Manager determines. The Manager hereby agrees that any company property for which legal title is held in the name of the Manager shall be held in trust by the Manager for the use and benefit of the company in accordance with the terms or provisions of this agreement. All company property shall be recorded as the property of the company on its books and records, irrespective of the name in which legal title to that company property is held.

6.11 Withdrawal of Members: No Member may withdraw from or reduce his or her capital contribution to this company prior to the time for dissolution and liquidation of the company pursuant to Article 9 of this agreement without the consent of the Manager.

ARTICLE 7. BOOKS, RECORDS, REPORTS AND ACCOUNTING

7.1 Records and Accounting: The Manager shall keep or cause to be kept at the principal office of the company appropriate books and records with respect to the company and its business and affairs, including, without limitation, all books and records necessary to provide to the members any information, lists and copies of documents required to be provided pursuant to applicable law.

(a) Any records maintained by the company in the regular course of its business including the record of the holders of company interests, books of account and records of company proceedings, may be kept on or be in the form of punch cards, magnetic tape, photographs, micrographics or any other information storage device, provided that the records so kept are convertible into legible written form within a reasonable period of time.

(b) All decisions as to accounting matters, except as specifically provided to the contrary herein, shall be made by the Manager.

7.2 Fiscal Year and Method of Accounting: The fiscal year of the company shall be the calendar year or any other year which the Manager may from time to time select in its discretion as permitted under pertinent tax law. All amounts computed for the purposes of this operating agreement other than for tax purposes and all applicable questions concerning the rights of members shall be determined using the cash basis method of accounting principles as in effect from time to time, unless directed by the Company's accountant to do otherwise.

7.3 Preparation of Tax Returns: The Manager shall arrange for the preparation and timely filing of all returns of company income, gains, deductions, losses and other items necessary for federal and state income tax purposes and shall cause to be furnished to the members the tax information reasonably required for federal and state income tax reporting purposes. The classification, realization and recognition of income, gain, losses and deductions and other items shall be on the cash or accrual method of accounting for federal income tax purposes as the Manager shall determine in its discretion. The taxable year of the company shall be the calendar year, unless the Manager determines otherwise in its discretion.

7.4 Tax Elections: The Manager may in its discretion determine whether to make any available elections pursuant to the Internal Revenue Code.

7.5 Tax Controversies: Subject to the provisions hereof, the members are designated the "tax matters partners," as that term is defined in section 6231 of the Internal Revenue Code and any similar provisions of state or local law, and is authorized and required to represent the company (at the company's expense) in connection with all examinations of the company's affairs by tax authorities, including resulting administrative and judicial proceedings and to expend company funds for professional services and costs associated therewith.

7.6 Access to Records: The members shall be permitted access to all records of the company, after adequate notice, at any reasonable time. The Manager shall maintain and preserve during the term of the company and for 4 (four) years thereafter all accounts, books and other relevant company documents.

ARTICLE 8. TRANSFER OF COMPANY INTERESTS

8.1 Assignment of Membership Interest:

(a) Except as provided in this Article 8, no member may transfer, in whole or in part, any membership interest or any interest therein. Any attempted transfer shall be void ab initio. To the extent the law requires the members and the company to recognize any involuntary transfer — such as an attachment, seizure, lien, garnishment, etc. — the transferee's rights shall be limited as provided elsewhere in this agreement and in Chapter 86, Nevada Revised Statutes.

(b) The members shall have the free and unrestricted right to transfer all or part of their membership interest to a wholly owned trust member, a member's spouse or descendants (whether natural born or adopted) or a spouse of any such descendant, either directly, through utilization of a trust, or in accordance with the Uniform Transfer to Minors Act.

(c) No transferee, however, shall become a substituted member without the unanimous vote of all members and the Manager. The transferee may be admitted as a substituted member only upon strict compliance with the terms of Section 8.3.

8.2 No Assignment Allowed Under Certain Circumstances: Notwithstanding anything to the contrary contained in any other provision of this agreement, a member shall not transfer all or any part of his or her membership interest if (a) the membership interest sought to be transferred when added to all other membership interest transferred within the 12 consecutive month period ending on the date of such proposed transfer would cause the termination of the company for federal income tax purposes or (b) the transfer will violate any applicable federal or state securities laws.

8.3 Requirements for Transferee Becoming a Substituted Member:

(a) A transferee shall become a substituted member in the company if the following conditions are satisfied:

(i) the members and Manager shall have consented to such substitution, as required in subparagraph 8.1(c);

(ii) the transferee shall have agreed in writing to assume any and all of the obligations under this agreement with respect to the company interest(s) to which the transfer relates;

(iii) all reasonable expenses of the company required in connection with the transfer shall have been paid by or for the account of the transferee; and

(iv) all agreements, certificates or amended certificates and all other documents shall have been executed and filed and all other acts shall have been performed which the Manager shall deem necessary to make the transferee a substituted member in the company and to preserve the status of the company.

(b) A transferee who does not become a substituted member shall be only entitled to receive the allocation of income, gain, losses, credits deductions, and distributions to which his or her assignor would otherwise be entitled under this operating agreement.

8.4 Right of Refusal:

(a) Except as provided in Section 8.1, no member may transfer all or part of his or her membership interest without first complying with the requirements of this section 8.4.

(b) In the event that any member shall receive a bona fide offer for the transfer of all or part of the membership interest of such member (the "proposed transfer") and is desirous of accepting such offer, the member shall, prior to accepting such offer, give written notice thereof to the Manager, which notice (the "notice of offer") shall set forth the terms and conditions of the offer so received including the identity and the address of the proposed transferee. Similarly in the event that any member shall otherwise desire to transfer all or part of the membership interest (also a

"proposed transfer"), the member shall first offer such membership interest to the company pursuant to a written notice to the Manager (the "notice of offer"), which shall set forth the terms and conditions of such offer. Within 30 days after the receipt of the notice of offer, the company may purchase all or part of the membership interest in the proposed transfer at the purchase price per share stated in the notice of offer. If the company fails to purchase the membership interest in the proposed transfer, then each member may, within 60 days after receipt of the notice of offer and at the price per share stated therein, purchase the membership interest in the proposed transfer that is equivalent to the ratio which his or her membership interest bear to the membership interest owned by all members other than the transferor member or membership interest as the members may agree.

(c) If any member declines (the "declining member") to purchase any portion of the membership interest in the proposed transfer available to him, then each of the other members may, within 90 days after receipt of the notice of offer and at the price per share stated therein, purchase the membership interest in the proposed transfer which were not purchased that is equivalent to the ratio which his or her membership interest bear to the membership interest owned by all members other than the transferor member and the declining member or any other membership interest as the members desiring to purchase such membership interest may agree.

(d) To the extent that neither the company nor the other members purchase the membership interest in the proposed transfer, the transferor may transfer the membership interest in the proposed transfer to the transferee if the transferee executes a counterpart of this agreement. The transferee shall not be admitted as a substituted member except upon strict compliance with the terms of section 8.3.

8.5 Admission of Additional Members: No person shall be admitted as an additional member unless the written consent of all the members and Manager is obtained.

ARTICLE 9. TERMINATION AND WINDING UP

9.1 Dissolution: The company shall be dissolved upon the occurrence of any of the following events:

- (a) the affirmative vote of all members; or
- (b) the occurrence of any event which makes it unlawful for the company's business or affairs to be continued; or
- (c) unless all of the remaining Members consent to continue the business of the Company, upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or occurrence of any event which terminates his or her continued membership in the Company.

9.2 Termination and Winding Up: In the event of the dissolution of the company, (a) the affairs of the company shall be terminated and wound up, (b) an accounting shall be made, (c) the liabilities of the company (including, without limitation, those owed to the Voting Member and its affiliates in respect of funds advanced, property sold and services rendered to the company) shall be paid or adequately provided for, and (d) the remaining assets of the company shall be distributed to the members pro rata according to

each member's positive capital account after taking into account all adjustments to the capital accounts for the taxable year; provided, however, that when any member's capital account is equal to zero, all further distributions to the members shall be made to the members with positive capital account balances in accordance with their relative positive capital account balances.

ARTICLE 10. POWER OF ATTORNEY

10.1 General: All members, by the execution of this agreement, irrevocably constitute and appoint the Manager as their true and lawful attorney and agent, with full power and authority in their name, place and stead to make, execute, swear to, acknowledge, deliver, file and record:

(a) The articles of organization as required by law, including any amendments required for the transfer of company interests, any admission, substitution or deletion of members and the continuation of the company after the death, bankruptcy, insanity, incompetence, retirement or withdrawal of a member and the appointment of a substitute member;

(b) any cancellation of this agreement and/or articles of dissolution as required by law upon the dissolution and termination of the company;

(c) all certificates, instruments, documents and other papers (including, without limitation, any business certificate, fictitious name certificate, articles of incorporation, certificate of limited partnership and additional powers of attorney) and amendments thereto which may from time to time be required under the laws of the United States of America, the State of Nevada or any other jurisdiction in which the company determines to do business, or required by any political subdivision or agency of any of the foregoing or otherwise, or which the Manager shall deem appropriate or necessary, to qualify or continue the qualification of the company as a limited liability company, to carry on the objects and intent of this agreement, to conduct the business and affairs of the company, to admit, substitute or delete members and to effect the termination and dissolution of the company;

(d) all instruments which the Manager shall deem appropriate to reflect a change or modification of the company in accordance with the terms of this agreement; and

(e) all conveyances and other instruments which the Manager shall deem appropriate to effect the transfer of company interests, to admit, substitute or delete members, to sell, exchange or dispose of assets or properties of the company and to reflect the dissolution and termination of the company.

10.2 Survival of Power of Attorney: The power of attorney granted herein shall be deemed to be a power coupled with an interest, shall survive the bankruptcy, death or legal incapacity of the member, and shall survive the transfer by the member of all or any portion of its limited liability company interest or any interest therein, except if the transferee thereof has been approved by the voting members for admission to the company as a substituted member, the power shall survive such transfer with respect to the interests so transferred only for the purpose of enabling the voting member to execute, acknowledge and file any instrument necessary to effect such substitution.

ARTICLE 11. DEFINITIONS

11.1 "Adjusted Capital Account Deficit": "Adjusted capital account deficit" means with respect to any member, the deficit balance, if any, in that member's capital account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) Credit to that capital account of the amount which that member is obligated to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulation sections 1.704-1T(b)(4)(iv)(f) and 1.704-1T(b)(4)(iv)(h)(5); and

(b) Debit to that capital account the items described in paragraphs (4), (5) and (6) of section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations. This definition of adjusted capital account deficit is intended to comply with the provisions of section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted consistently therewith.

11.2 "Agreed Value": "Agreed Value" means with respect to any company asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) the initial agreed value of any asset contributed by a member to the company shall be the gross fair market value of that asset, as determined by the contributing member and the company;

(b) the agreed value of all company assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager, as of the following times: (i) the acquisition of an additional interest in the company after the effective date by any new or existing member in exchange for more than a de minimis capital contribution; (ii) the distribution by the company to a member of more than a de minimis amount of company property as consideration for an interest in the company if the Manager reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interest of the members of the company, and (iii) the liquidation of the company within the meaning of Treasury Regulation section 1.704-1(b)(2)(ii)(g);

(c) the agreed value of any company asset distributed to any member shall be the gross fair market value of that asset on the date of distribution; and

(d) if an election under section 754 of the Internal Revenue Code has been made, the agreed value of company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of the assets pursuant to IRC section 734(b) or IRC section 743(b), but only to the extent that those adjustments are taken into account in determining capital accounts pursuant to Treasury Regulation section 1.704-1(b)(2)(iv)(m) and Section 5.2 hereof; provided, however, that agreed value shall not be adjusted pursuant to this Section 11.2(d) to the extent that the Manager determines that an adjustment pursuant to Section 11.2(b) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 11.2(d).

If the agreed value of an asset has been determined or adjusted pursuant to Section 11.2(a), 11.2(b) or 11.2(c) hereof, that agreed value shall thereafter be adjusted by the depreciation, if any, taken into account with

respect to that asset for purposes of computing profits and losses.

11.3 "Bankruptcy": "Bankruptcy" shall mean, as to a person, the happening of any of the following:

- (a) the making by that person of an assignment for the benefit of creditors;
- (b) the filing by that person of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing that person's inability to pay that person's debts as they become due;
- (c) the entry of an order, judgment or decree by a court of competent jurisdiction adjudicating that person to be bankrupt or insolvent;
- (d) the filing by that person of a petition or answer seeking for that person a reorganization, arrangement, compensation, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;
- (e) the filing by that person of an answer or other pleading admitting the material allegations of, or that person's consenting to, or defaulting in answering, a bankruptcy petition filed against that person in any bankruptcy proceeding;
- (f) the filing by that person of an application or other pleading or that member otherwise seeking, consenting to or acquiescing in the appointment of a trustee, receiver or liquidator of that person or all or any substantial part of that person's property;
- (g) the commencement of any proceeding against that person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, or law or regulation, which has not been dismissed for any consecutive period of 120 days; or
- (h) the appointment without the consent or acquiescence of that person of a trustee, receiver or liquidator of that person or of all or substantially all of that person's properties (excluding any property to the extent it is subject to nonrecourse debt) without that appointment being vacated or stayed within 90 days or without that appointment being vacated within 90 days after the expiration of any such stay.

11.4 "Capital Account": "Capital account" means the accounting record of each member's capital interest in the company.

- (a) There shall be credited to each member's capital account:
 - (i) the amount of any contribution of cash;
 - (ii) the initial agreed value of property contributed by that member;
 - (iii) that member's allocable share of profits and any items in the nature of

income or gain which are specially allocated to that member pursuant to sections 5.2 and 5.3; and

(iv) the amount of any company liabilities assumed by that member or secured by any company property distributed to that member.

(b) There shall be debited against each member's capital account:

(i) the amount of all distributions of cash;

(ii) the agreed value of property distributed to that member by the company;

(iii) that member's allocable share of losses and any items in the nature of expenses or losses which are specially allocated pursuant to sections 5.2 and 5.3 hereof; and

(iv) the amount of any liabilities of that member assumed by the company or which are secured by any property contributed by that member to the company. The transferee of all or a portion of a company interest shall succeed to that portion of the transferor member's capital account which is allocable to the portion of the company interest transferred.

(c) This definition of capital account and the other provisions of this agreement relating to the maintenance of capital accounts are intended to comply with Treasury Regulation section 1.704-1(b) and shall be interpreted and applied in a manner consistent with that Treasury Regulation. In the event the Manager determines that it is prudent to modify the manner in which the capital accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or which are assumed by the company or the members), are computed in order to comply with that Treasury Regulation, the Manager may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any member pursuant to this agreement. The Manager also shall make any appropriate modifications in the event unanticipated events might otherwise cause this agreement not to comply with Treasury Regulation section 1.704-1(b).

11.5 "Capital Contribution": "Capital Contribution" means the initial Agreed Value of non-cash property and the amount of cash or cash equivalents contributed to the company by a member, reduced by the amount of indebtedness to which the non-cash property is subject at the time of transfer and the amount of any other indebtedness assumed by the company in connection with the contribution to the company.

11.6 "Company": "Company" means the Limited Liability Company formed pursuant to this agreement under the laws of the State of Nevada.

11.7 "Company Property": "Company Property" means any and all other property (real, intangible or personal) now or hereafter owned by the company or in, to or under which the company has any interest, right or claim.

11.8 "Depreciation": "Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for that year or other period, except that if the agreed value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of the fiscal year or other period, depreciation shall be an amount which bears the same ratio to that different agreed value (as originally computed) as the federal income tax depreciation, amortization, or other cost recovery deduction for that fiscal year or other period bears to the adjusted tax basis (as originally computed); provided, however, that if the federal income tax depreciation, amortization or other cost recovery deduction for the applicable year or period is zero, depreciation shall be determined with reference to the agreed value (as originally computed) using any reasonable method selected by the Manager.

11.9 "Effective Date": "Effective Date" means the later date on which this agreement is signed by all members and the articles of organization have been filed with the Secretary of State or such other date as may be selected by the Manager.

11.10 "Fiscal Year": "Fiscal Year" means the year on which the accounting and federal income tax records are kept.

11.11 "Internal Revenue Code": "Internal Revenue Code" and "IRC" are used interchangeably to mean the Internal Revenue Code of 1986, as amended from time to time.

11.12 "Limited Liability Company Act": "Limited Liability Company Act" means Sections 86.011 through 86.590, of Chapter 86, Nevada Revised Statutes, as amended from time to time.

11.13 "Majority Vote": "Majority Vote" means the affirmative vote of the members who own more than 50% of the total membership interest entitled to vote.

11.14 "Management Right": The right of a Member to participate in the management of the Company, including the rights to information and to consent or approve actions of the Company. The rights and authority of a Member-Manager are not considered Management Rights for purposes of the Company Agreement.

11.15 "Minimum Gain": "Minimum Gain" or "Company Minimum Gain" has the meaning set forth in section 1.704-1(b)(4)(iv)(c) of the Treasury Regulations.

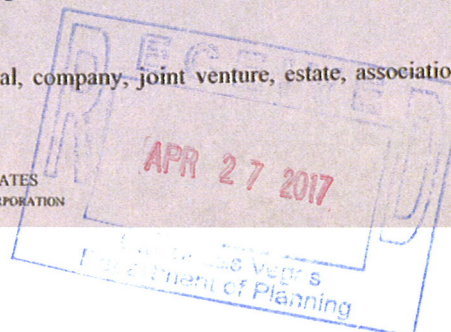
11.16 "Members": "Members" means the persons, trust or entities who have been assigned membership in the limited liability company, whether by purchase or gift.

11.17 "Manager": A Manager(s) is an individual, entity or trust selected by a majority vote of the members to manage the affairs of the Company.

11.18 "Operating Agreement": "Operating agreement" means this agreement, as amended, supplemented or restated from time to time.

11.19 "Person": "Person" means an individual, company, joint venture, estate, association, corporation, trust company, trust or other legal entity.

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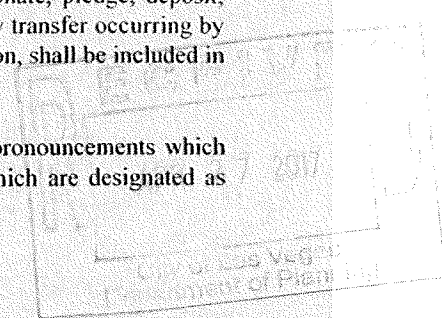
11.20 "Profits" and "Losses": "Profits" and "Losses" means for each Fiscal Year or other period, an amount equal to the company's taxable income or loss for that year or period, determined in accordance with IRC section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to IRC section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

- (a) any income of the company exempt from federal income taxation not otherwise taken into account in computing Profits or Losses pursuant to this Section 11.21 shall be added to that taxable income or loss;
- (b) any expenditures of the company described in IRC section 705(a)(2)(B) or treated as IRC section 705(a)(2)(B) expenditures pursuant to Treasury Regulation section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing profits or losses pursuant to this Section 11.21 shall be subtracted from that taxable income or loss;
- (c) in the event the Agreed Value of any company asset is adjusted pursuant to Section 11.2(b) or Section 11.2(c) hereof, the amount of that adjustment shall be taken into account as gain or loss from the disposition of that asset (assuming the asset was disposed of just prior to the adjustment) for purposes of computing profits or losses in the fiscal year of adjustment;
- (d) gain or loss resulting from any disposition of company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the agreed value of the property disposed of, notwithstanding that the adjusted tax basis of that property may differ from its agreed value;
- (e) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing the taxable income or loss, there shall be taken into account the depreciation for the fiscal year or other period, as referred to in section 11.10, hereof; and
- (f) notwithstanding any other provision of this section 11.21, any items of income or gain, loss or deduction which are specially allocated pursuant to sections 5.2 or 5.3 hereof shall not be taken into account in computing profits or losses.

11.21 "Share": A "share" represents a unit of ownership in the company held by a member. Each share shall be automatically classified as a "voting share". The company shall issue one or more certificates to each member setting forth the number of membership interest held by that member.

11.22 "Transfer": "Transfer" means to sell, assign, transfer, give, donate, pledge, deposit, alienate, bequeath, devise or otherwise dispose of or encumber to any person. Any transfer occurring by operation of law, such as through incorporation, merger, consolidation or dissolution, shall be included in the definition of "transfer."

11.23 "Treasury Regulations": "Treasury Regulations" shall mean pronouncements which clarify, interpret and apply the provisions of the Internal Revenue Code and which are designated as "Treasury Regulations" by the United States Department of the Treasury.



11.24 "Vote": Each member shall have one vote for each voting share owned.

11.25 "Voting Members": "Voting member" means a member who holds one or more voting membership interest. The number of membership interest held by each voting member shall be set out in Exhibit A, which is attached hereto and incorporated herein. Exhibit A shall be amended from time to time by the Manager, as provided herein.

ARTICLE 12. GENERAL

12.1 Waiver of Partition: Each member hereby waives any right to partition or the right to take any other action which might otherwise be available to such member for the purpose of severing his or her relationship with the company or his or her interest in the assets and properties held by the company from the interest of the other members until the dissolution of the company.

12.2 Notices: All notices and other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered against receipt or when deposited in the United States Mails, first class, postage prepaid, certified or registered mail, return receipt requested, addressed to the addressee at his or her address as shown from time to time in the records of the company. Any member may alter the address to which communications are to be sent by giving notice of such change of address to the Manager in conformity with the provisions of this section 12.2.

12.3 Successors and Assigns: This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives and assigns.

12.4 Controlling Law: This agreement shall be governed by and construed in accordance with the laws of the state of Nevada, notwithstanding any or other conflict-of-law provisions to the contrary.

12.5 Provisions Severable: If any provision of this agreement shall be or shall become illegal or unenforceable in whole or in part, for any reason, the remaining provisions shall nevertheless be deemed valid, binding and subsisting.

12.6 Indulgences Not Waivers: Neither the failure nor any delay on the part of any party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of any other right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any subsequent occurrence.

12.7 Gender: Words used herein, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

12.8 Statutory Provisions: Any statutory references in this operating agreement shall include a reference to any successor to such statute and/or to the referred to provision of such statute.

12.9 Amendment: This agreement may only be amended by an agreement in writing executed

both by all members.

12.10 Execution: This agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any persons to be signatory hereto may execute this agreement by signing any such counterpart. The company shall be deemed formed when all members named in paragraph 1.2 have executed this agreement or counterparts hereof.

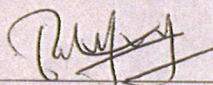
12.11 Dispute Resolution: Any dispute arising out of this Agreement shall be settled by mediation. If mediation is unsuccessful, then the managers shall appoint an arbitrator and any disputes shall be resolved by a binding arbitration. If the managers cannot agree upon an arbitrator, the American Arbitration Association will arbitrarily select an arbitrator from its panel.

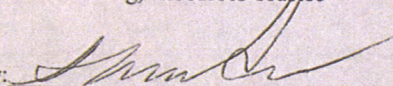
12.12 Rights of Creditors and Third Parties under Operating Agreement: This Operating Agreement is entered into among the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. This Operating Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Operating Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

Dated DEC 16 2014.

MANAGER:

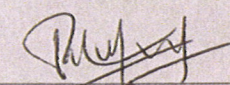
GLOBAL INVESTMENTS TRUST

By: 
Pauline P. Yeung, Resources Trustee

By: 
Shannon L. Evans,
Independent/Administrative Trustee

MEMBER:

EIFFEL TOWER TRUST

By: 
Pauline Yeung, Trustee

EVANS & ASSOCIATES
A PROFESSIONAL LAW CORPORATION

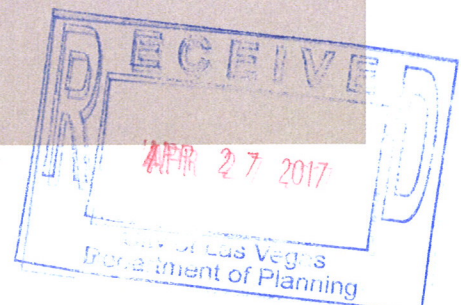


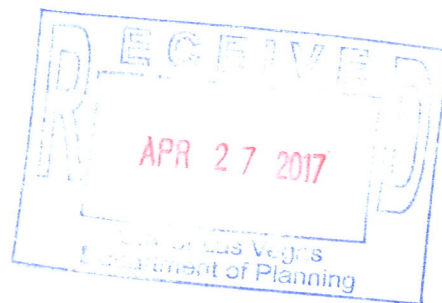
Exhibit A

Name	Capital Contribution	Percentage of Company
Eiffel Tower Trust	\$100	100%

Limited Liability Company Operating Agreement
Document Checklist

This checklist is provided to help you to complete the limited liability company Operating Agreement document and to ensure that the necessary steps are taken to make it effective and responsive to the management needs of your limited liability company.

1. This agreement is not filed with the state. However, every member should read it thoroughly and sign it agreeing to its terms and provisions.
2. The members should discuss each and every term and provision of the agreement and unanimously decide how to carry out each term and provision keeping in mind the specific goals of the company and the desires of the members as to how it should be regulated and managed.
3. The Operating Agreement ("Regulations" in Texas) is not required to be in writing in some states. However, it is difficult to imagine operating a company effectively and successfully without a written agreement.
4. Laws vary from state to state and change over time. Before using this document, have a lawyer review it.
5. The original of this document should be filed in the limited liability company minute book or wherever important limited liability company documents are kept.



of
DIANA PROPERTIES Limited Liability Company

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Of

MARCH 8, 2010

ARTICLE I.
OFFICES

1.1 Principal Office. The principal office of the company in the State of NEVADA shall be located at 5760 SPRING MOUNTAIN ROAD, LAS VEGAS, NEVADA 89146. The Company may have such other offices, either within or without the State of NEVADA, as the Members may designate or as the business of the Company may from time-to-time require.

1.2 Registered Office. The registered office of the Company, required by the NEVADA Limited Liability Company Act, to be maintained in the State of NEVADA, may, but need not, be identical with the Principal Office in the State of NEVADA. The address of the initial registered office of the Company is 5760 SPRING MOUNTAIN ROAD, LAS VEGAS, NEVADA 89146, and the initial registered agent at such address is DIANA PROPERTIES. The registered office and the registered agent may be changed from time to time by action of the Members and by filing the prescribed form with the State of NEVADA.

ARTICLE II.
MEETINGS

2.1 Annual Meeting. The annual meeting of the Members shall be held on the THE FIRST MONDAY IN OCTOBER EVERY OTHER YEAR , beginning with the year 2010 at the hour of 10:00AM, for the purpose of electing Officers and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Members shall cause the election to be held at a special meeting of the Members as soon thereafter as it may conveniently be held.

2.2 Regular Meetings. The Members may, by resolution, prescribe the time and place for the holding of regular meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings. If the Members do not prescribe the time and place for the holding of regular meetings, such regular meetings shall be held at the time and place specified by the Presiding Member in the notice of each such regular meeting.

2.3 Special Meetings. Special Meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Presiding Member or by any two Members.

2.4 Notice of Meeting. Written or telephonic notice stating the place, day and hour of the meeting and, in case of a special meeting, the purposes for which the meeting is called shall be delivered not less than three days before the date of the meeting, either personally or by mail, by or at the direction of the Presiding Member, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his or its address as it appears on the books of the Company, with postage thereon prepaid. When all the Members of the Company are present at any meeting, or if those not present sign in writing a waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting are as valid as if a meeting were formally called and notice had been given.

2.5 Quorum. At any meeting of the Members, a majority of the equity interests, as determined by the capital contribution of each Member as reflected on the books of the Company, represented in person or by proxy, shall constitute a quorum at a meeting of the Members. If less than said majority of the equity interests are represented at a meeting, a majority of the interests so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting or originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

2.6 Proxies. At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Presiding Member of the Company before or at the time of the meeting. No proxy shall be valid after three months from date of execution, unless otherwise provided in the proxy.

2.7 Voting by Certain Members. Management Certificates held in the name of a corporation, partnership or company may be voted by such officer, partner, agent or proxy as the Bylaws of such entity may prescribe or, in the absence of such provision, as the Board of Directors of such entity may determine. Certificates held by a trustee, personal representative, administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such certificates into his name.

2.8 Manner of Acting.

2.8.1 Formal Action by Members. Ordinarily, the act of a majority of the Members present at a meeting at which a quorum is present shall be the act of the members. Upon demand of any Member, voting on a particular issue shall be in accordance with percentage of equity ownership in the company.

2.8.2 Procedure. The Presiding Member of the Company shall preside at meetings of the Members, may move or second any item of business, but shall not vote upon any matter when there is an even number of Members present and the Members are evenly divided as to an issue. A record shall be maintained of the meetings of the Members. The Members may adopt their own rules of procedure, which shall not be inconsistent with this _____.

2.8.3 Presumption of Assent. A Member of the Company, who is present at a meeting of the Members, at which action on any matter is taken, shall be presumed to have assented to the action taken, unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the secretary of the meeting immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

2.8.4 Informal Action of Members. Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Members entitled to vote with respect to the subject matter hereof.

2.9 Order of Business. The order of business at all meetings of the Members, shall be as follows:

1. Roll call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Reporting of the Executive Officer.
5. Reports of Committees.
6. Unfinished Business.
7. New Business.

2.10 Telephone Meeting. Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matters to be voted upon. Participating in a meeting pursuant to this Section shall constitute presence in person at such meeting.

ARTICLE III FISCAL MATTERS

3.1 Fiscal Year. The fiscal year of the Limited Liability Company shall begin on the first day of January and end on the last day of December each year, unless otherwise

determined by resolution of the Members.

3.2 Deposits. All funds of the Limited Liability Company shall be deposited from time to time to the credit of the Limited Liability Company in such banks, trust companies or other depositories as the Members may select.

3.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Company shall be signed by the Executive Officer or by such Member or Members as the Members may by Bank Form of Resolution or other action specify.

3.4 Loans. No loans shall be contracted on behalf of the Limited Liability Company and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Members. Such authority may be general or confined to specific instances.

3.5 Contracts. The Members may authorize any Member or agent of the Company to enter into any contract or execute any instrument in the name of and on behalf of the Company, and such authority may be general or confined to specific instances.

3.6 Accountant. An Accountant may be selected from time to time by the Members to perform such tax and accounting services as may, from time to time, be required. The Accountant may be removed by the Members without assigning any cause.

3.7 Legal Counsel. One or more Attorneys at Law may be selected from time to time by the Members to review the legal affairs of the Company and to perform such other services as may be required and to report to the Members with respect thereto. The Legal Counsel may be removed by the Members without assigning any cause.

ARTICLE IV.

MANAGEMENT CERTIFICATES AND THEIR TRANSFER

4.1 Certificates. Management Certificates representing equity interest in the Company shall be in such form as shall be determined by the Members. Such Management Certificates shall be signed by all the Members. All Management Certificates shall be consecutively numbered or otherwise identified. The name and address of the person to whom the Management Certificates are issued, with the Capital Contribution and the date of issue, shall be entered in the Certificate Register of the Company. In case of a lost, destroyed or mutilated Management Certificate, a new one may be issued upon such terms and indemnity to the Company as the Members may prescribe.

4.2 Certificate Register. Any and all changes in Members or their amount of capital contribution shall be formalized by filing notice of the same with the State of NEVADA by amendment of the _____. The most recent filing of the

_____, as amended, shall be deemed the Register of Certificates.

4.3 Transfers of Shares. Any Member proposing a transfer or assignment of his Certificate shall first notify the Company in writing of all the details of and consideration for the proposed transfer or assignment. The company, for the benefit of the remaining Members, shall have the first right to acquire the equity by cancellation of the Certificate under the same terms and conditions as provided in the formal _____ as filed with the State of NEVADA for Members who are deceased, retired, resigned, expelled, or dissolved.

If the company declines to elect such option, the remaining Members desiring to participate may proportionately (or in such proportions as the remaining Members may agree) purchase such interest under the same terms and conditions first proposed by the withdrawing Member.

If the transfer or assignment is made as originally proposed and the other Members fail to approve the transfer or assignment by unanimous written consent, the transferee or assignee shall have no right to participate in the management of the business and affairs of the Limited Liability Company or to become a Member. The transferee or assignee shall only be entitled to receive the share of the profit or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

ARTICLE V. BOOKS AND RECORDS

5.1 Books and Records. The books and records of the company shall be kept at the principal office of the company or at such other places, within or without the State of NEVADA, as the Members shall from time to time determine.

5.2 Right of Inspection. Any Member of the Company shall have the right to examine at any reasonable time or times for any purpose, the books and records of account, minutes and records of Members and to make copies thereof. Such inspection may be made by any agent or attorney of the Member. Upon the written request of any Member of the company, it shall mail to such Member its most recent financial statements, showing in reasonable detail its assets and liabilities and the results of its operations.

5.3 Financial Records All financial records shall be maintained and reported based on generally acceptable accounting practices.

ARTICLE VI. DISTRIBUTION OF PROFITS

The Members may from time to time unanimously declare, and the company may distribute, accumulated profits agreed not necessary for the cash needs of the company's

business. Unless otherwise provided, retained profits shall be deemed an increase in capital contribution of the Company.

ARTICLE VII. OFFICERS

7.1 Management. The business of the company shall be conducted under the management of its Members, or outside managers if the Members unanimously elect, who shall have exclusive authority to act for the Company in all matters. The Members may, from time to time, designate certain Members to act for the Company in certain matters as herein specified.

7.2 Presiding Member. The Presiding Member shall, when present, preside at all meetings of the Members, be the official spokesperson for the Company, and be the person primarily responsible for conducting transactions with the Company's Attorneys and Accountants. The Presiding Member may sign, on behalf of the Company, such deeds, mortgages, bonds, contracts or other instruments which have been appropriately authorized to be executed by the Members, except in cases where the signing or execution thereof shall be expressly delegated by the Members or by _____ or by Statute to some other Officer or agent of the Company; and, in general, he shall perform such duties as may be prescribed by the Members from time to time.

7.3 Executive Officer. The Executive Officer of the Company shall be responsible for the general overall supervision of the business and affairs of the Company. The specific authority and responsibility of the Executive Officer shall also include the following:

- (1) The Executive Officer shall effectuate _____ and the Regulations and decisions of the Members.
- (2) The Executive Officer shall direct and supervise the operations of the Company.
- (3) The Executive Officer, within such parameters as may be set by the Members, shall establish such charges for services and products of the Limited Liability Company as may be necessary to provide adequate income for the efficient operation of the Company.
- (4) The Executive Officer, within the budget established by the Members, shall set and adjust wages and rates of pay for all personnel of the Company and shall appoint, hire and dismiss all personnel and regulate their hours of work.
- (5) The Executive Officer shall keep the Members advised in all matters pertaining to the operation of the Company, services rendered, operating income and

expense, financial position, and to this end, shall prepare and submit a report to the Members at each regular meeting and at other times as may be directed by the Members.

7.4 Other Officers. The Company may, at the discretion of the Members, have additional Officers including, without limitation, a Secretary to record the minutes of the Members and to attest the signature of the Presiding Member or the Executive Officer, and a Bookkeeper to account for the financial transactions of the Company. These other officers need not be selected from among the Members. One person may hold two or more offices. When the incumbent of an office is (as determined by the incumbent himself or by the Members) unable to perform the duties thereof or when there is no incumbent of an office (both such situations referred to hereafter as the "absence" of the Officer), the duties of the office shall be performed by the person specified by the Members.

7.5 Election and Tenure. The Officers of the Company shall be elected annually by the Members at the annual meeting. Each Officer shall hold office from the date of his election until the next annual meeting and until his successor shall have been elected, unless he shall sooner resign or be removed.

7.6 Resignations and Removal. Any Officer may resign at any time by giving written notice to all of the Members, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Officer may be removed at any time by the Members with or without cause. Such removal shall be without prejudice to the contract rights, if any, of the person so removed.

7.7 Vacancies. A vacancy in any office may be filled for the unexpired portion of the term by the Members.

7.8 Salaries. The salaries of the officers shall be fixed from time to time by the Members and no officer shall be prevented from receiving such salary by reason of the fact that he is also a Member of the Company.

ARTICLE VIII. MISCELLANEOUS

8.1 Notice. Any notice required or permitted to be given, pursuant to the provisions of the Statute, the Articles or the Certificate of the Limited Liability Company or this _____, shall be effective as of the date personally delivered, or if sent by mail, on the date deposited with United States Postal Service, prepaid and addressed to the intended receiver at his last known address as shown in the records of the Limited Liability Company.

8.2 Waiver of Notice. Whenever any notice is required to be given pursuant to the provisions of the Statute, the Articles of Association of the Limited Liability Company

or _____, a waiver thereof, in writing, signed by the persons entitled to such notice, whether before or after the time stated herein, shall be deemed equivalent to the giving of such notice.

8.3 Indemnification By Company. The Limited Liability Company may indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Limited Liability Company) by reason of the fact that he is or was a Member of the Company, Officer, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Limited Liability Company, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Limited Liability Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

8.4 Indemnification Funding. The Company shall fund the indemnification obligations provided by Section 8.3 in such manner and to such extent as the Members may from time to time deem proper.

8.5 Duality of Interest Transactions. Members of this Company have a duty of undivided loyalty to this Company in all matters affecting this Company's interests.

8.6 Anticipated Transactions. Notwithstanding the provision of Section 8.5, it is anticipated that the Members and Officers will have other legal and financial relationships. Representatives of this Company, along with representatives of other entities, may, from time to time, participate in the joint development of contracts and transactions designed to be fair and reasonable to each participant and to afford an aggregate benefit to all participants. Therefore, it is anticipated that this Company will desire to participate in such contracts and transactions and, after ordinary review for reasonableness, that the participation of the Company in such contracts and transactions may be authorized by the Members.

ARTICLE IX. AMENDMENTS

9.1 Amendments. _____ may be altered, amended, restated, or repealed and a new _____ may be adopted by three-fourths action of all of

the Members, after notice and opportunity for discussion of the proposed alteration, amendment, restatement, or repeal.

RATIFICATION

THE UNDERSIGNED, being the Member(s) of DIANA PROPERTIES, a
NEVADA limited liability company, hereby evidences HER adoption and ratification of the
foregoing _____ of the Company.

EXECUTED by such Member on the date indicated.

Lee Wan Sheng 李雲生
DIANA PROPERTIES

Date: 5/15/2010

Advice



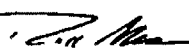
ROSS MILLER
Secretary of State
204 North Carson Street, Suite 4
Carson City, Nevada 89701-4520
(775) 684 5708
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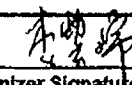
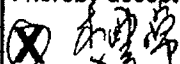
Articles of Organization Limited-Liability Company

(PURSUANT TO NRS CHAPTER 86)

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number 20100194593-84 Filing Date and Time 03/08/2010 7:34 AM Entity Number E0143702010-2
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USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited-Liability Company: (must contain approved limited-liability company wording; see instructions)	DIANA PROPERTIES, LLC		Check box if a Series Limited-Liability Company ☐
2. Registered Agent for Service of Process: (check only one box)	☐ Commercial Registered Agent: _____ Name ☐ Noncommercial Registered Agent (name and address below) OR ☒ Office or Position with Entity (name and address below) WAN SHEUNG LEE Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity 5760 SPRING MOUNTAIN RD LAS VEGAS Nevada 89146 Street Address City State Zip Code Mailing Address (if different from street address) City State Zip Code		
3. Dissolution Date: (optional)	Latest date upon which the company is to dissolve (if existence is not perpetual): _____		
4. Management: (required)	Company shall be managed by: ☒ Manager(s) OR ☐ Member(s) (check only one box)		
5. Name and Address of each Manager or Managing Member: (attach additional page if more than 3)	1) WAN SHEUNG LEE Name 5760 SPRING MOUNTAIN RD LAS VEGAS NV 89146 Street Address City State Zip Code 2) _____ Name Street Address City State Zip Code 3) _____ Name Street Address City State Zip Code		
6. Name, Address and Signature of Organizer: (attach additional page if more than 1 organizer)	WAN SHEUNG LEE Name  Organizer Signature 5760 SPRING MOUNTAIN RD LAS VEGAS NV 89146 Address City State Zip Code		
7. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity.  Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity 1/20/10 Date		

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 86 D.L.L.C. Articles
Revised: 4-14-09

SECRETARY OF STATE



LIMITED LIABILITY COMPANY CHARTER

I, ROSS MILLER, the Nevada Secretary of State, do hereby certify that **DIANA PROPERTIES, LLC** did on March 8, 2010, file in this office the Articles of Organization for a Limited Liability Company, that said Articles of Organization are now on file and of record in the office of the Nevada Secretary of State, and further, that said Articles contain all the provisions required by the laws governing Limited Liability Companies in the State of Nevada.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on March 31, 2010.

A handwritten signature in black ink, appearing to read "Ross Miller".

ROSS MILLER
Secretary of State

Certified By: Rhonda Tuin
Certificate Number: C20100329-0848
You may verify this certificate
online at <http://www.nvsos.gov/>

