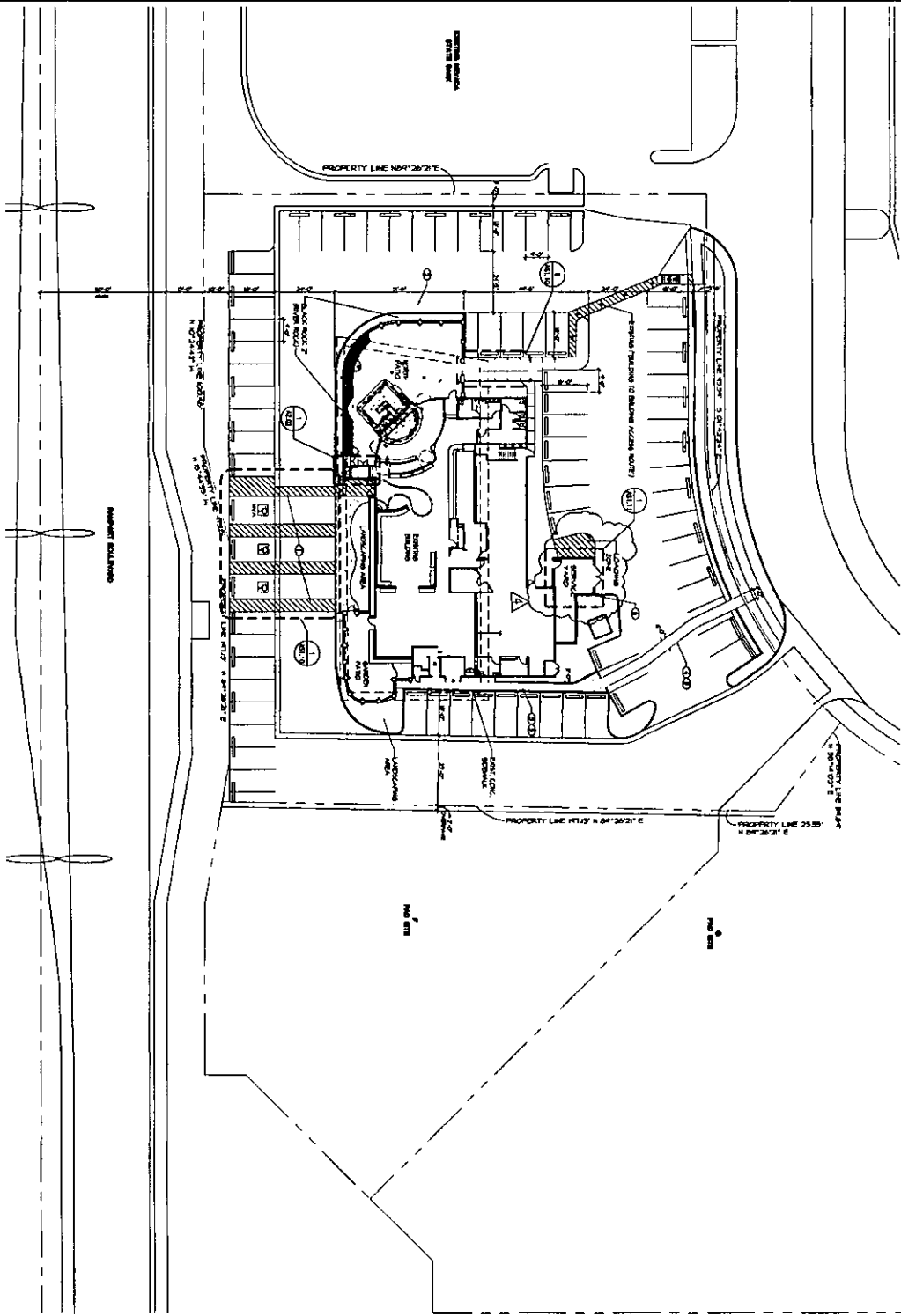


# 1 SITE PLAN

SCALE: 1"=20'-0"



## SITE PLAN KEY NOTES

1. NEW LOCATION FOR NEW PARKING STALLS.
2. EXISTING BUILDING.
3. EXISTING DRIVEWAY.
4. NEW DRIVEWAY STALLS.
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NOTE: EXISTING BUILDING IS BEING REMOVED AND NEW BUILDING IS BEING CONSTRUCTED IN ITS PLACE.

1. NEW LOCATION FOR NEW PARKING STALLS.

2. EXISTING BUILDING.

3. EXISTING DRIVEWAY.

4. NEW DRIVEWAY STALLS.

5. NEW DRIVEWAY STALLS.

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16. NEW DRIVEWAY STALLS.

17. NEW DRIVEWAY STALLS.

**A SHELL REMODEL FOR:  
RESTAURANT**  
1050 S. RAMPART BLVD.  
LAS VEGAS, NV 89145

**VEGAR ARCHITECTS**  
ARCHITECTURE • PLANNING • INTERIOR DESIGN  
701 BRICKER AVENUE SUITE 400 LAS VEGAS, NEVADA 89101  
TELEPHONE: (702) 878-0000 FAX: (702) 878-8430  
www.vegararchitects.com

| NO. | DATE  | DESCRIPTION       | BY | CHK |
|-----|-------|-------------------|----|-----|
| 1   | 04/08 | ISSUED FOR PERMIT | JB |     |
| 2   | 04/08 | ISSUED FOR PERMIT | JB |     |
| 3   | 04/08 | ISSUED FOR PERMIT | JB |     |
| 4   | 04/08 | ISSUED FOR PERMIT | JB |     |
| 5   | 04/08 | ISSUED FOR PERMIT | JB |     |
| 6   | 04/08 | ISSUED FOR PERMIT | JB |     |
| 7   | 04/08 | ISSUED FOR PERMIT | JB |     |
| 8   | 04/08 | ISSUED FOR PERMIT | JB |     |
| 9   | 04/08 | ISSUED FOR PERMIT | JB |     |
| 10  | 04/08 | ISSUED FOR PERMIT | JB |     |

**RECEIVED**  
NOV 24 2010

**EOT-40305**

AS101  
SITE PLAN

All documents, including the plans and drawings, are the property of the Architect. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the Architect. The Architect assumes no responsibility for the construction of the project or for the safety of the project. The Architect is not responsible for the construction of the project or for the safety of the project. The Architect is not responsible for the construction of the project or for the safety of the project.

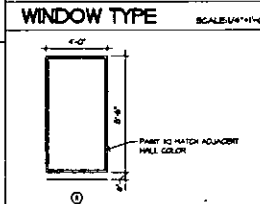
| DOOR SCHEDULE |            |        |        |      |       |       |           |       |         |       |
|---------------|------------|--------|--------|------|-------|-------|-----------|-------|---------|-------|
| DR. NO.       | DOOR SIZE  |        | DOOR   |      | FRAME |       | HW. GROUP |       | REMARKS |       |
|               | WIDTH      | HEIGHT | THICK  | TYPE | MAT   | FIN   | MAT       | FIN   | DET     | ELEV. |
| 101           | 3'-0"      | 7'-0"  | 2"     | C    | ALUM. | FACT. | ALUM.     | FACT. | -       | 4     |
| 102A          | 3'-0"      | 7'-0"  | 2"     | B    | ALUM. | FACT. | ALUM.     | FACT. | -       | 3     |
| 102B          | 3'-0"      | 7'-0"  | 2"     | B    | ALUM. | FACT. | ALUM.     | FACT. | -       | 3     |
| 102C          | 3'-0"      | 7'-0"  | 2"     | B    | ALUM. | FACT. | ALUM.     | FACT. | -       | 3     |
| 104           | 2'-0" (PU) | 8'-0"  | 1 5/8" | A    | MTL   | INT.  | MTL       | INT.  | -       | 6     |
| 105           | 2'-0" (PU) | 7'-0"  | 1 5/8" | F    | MTL   | INT.  | MTL       | INT.  | -       | 1     |
| 106           | 3'-0" (PU) | 7'-0"  | 2"     | D    | MTL   | INT.  | MTL       | INT.  | -       | 1     |
| 107           | 3'-0"      | 7'-0"  | 2"     | B    | ALUM. | FACT. | ALUM.     | FACT. | -       | 2     |
| 108           | 3'-0"      | 7'-0"  | 2"     | C    | MTL   | INT.  | MTL       | INT.  | -       | 4     |
| 109           | 2'-0"      | 7'-0"  | 1 5/8" | F    | MTL   | INT.  | MTL       | INT.  | -       | 1     |

| ABBREVIATIONS |          |
|---------------|----------|
| ALUM.         | ALUMINUM |
| FACT.         | FACTORY  |
| EXIST.        | EXISTING |
| FIN.          | FINISH   |
| HT.           | HEIGHT   |
| MAT.          | MATERIAL |
| MTL.          | METAL    |
| NAT.          | NATURAL  |
| PAINT.        | PAINT    |
| PAIR.         | PAIR     |
| STAIN.        | STAIN    |
| WOOD.         | WOOD     |

| SYMBOLS     |                         |
|-------------|-------------------------|
| —           | HALL                    |
| FD          | FLOOR DRAIN             |
| DOOR NUMBER |                         |
| □           | HALL TYPE               |
| ◇           | INTERIOR HALL ELEVATION |
| ○           | WINDOW TYPE             |

- ### GENERAL NOTES
- KITCHEN EQUIPMENT VERIFY W/ KITCHEN CONSULTANT DRAWINGS. COORDINATE DRAWING LOCATIONS FOR PLUMBING DRAWINGS.
  - KITCHEN EQUIPMENT SHOW FOR REFERENCE ONLY. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN FIELD PRIOR TO CONSTRUCTION & NOTIFY THE OWNER AND THE ARCHITECT OF ANY DISCREPANCIES.
  - CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN FIELD PRIOR TO CONSTRUCTION & NOTIFY THE OWNER AND THE ARCHITECT OF ANY DISCREPANCIES.
  - SLOPE FLOOR SLAB @ 1/8" @ 1' TOWARD P.L.R. DRAIN. COORDINATE W/ PLUMBING DRAWINGS FOR DRAIN LOCATION.

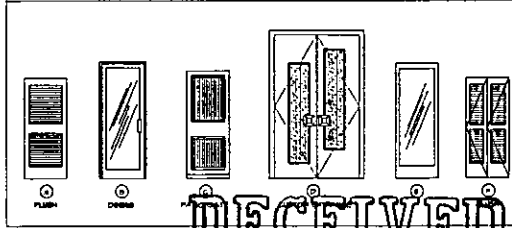
- ### KEYED NOTES
- SEE
  - SEE
  - SEE



### HARDWARE

- |                                                                                                                                                                                                                                                                        |                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>HARDWARE SET #1</b><br>2 PAIR BUTTS, HEAVY DUTY<br>1 EXIT DEVICE<br>1 CLOSER W/ HOLD OPEN<br>1 SET, PLUSH BOLTS<br>1 ROLL / CUSTOM<br>1 PUSH / CUSTOM<br>2 KICK PLATES<br>1 THRESHOLD<br>1 SET, SILENCERS<br>1 SET, HEATHERSTRIPPINGS<br>1 DEAD BOLT<br>1 THRESHOLD | <b>HARDWARE SET #4</b><br>2 PAIR BUTTS, HEAVY DUTY<br>1 EXIT DEVICE<br>1 SET, SILENCERS<br>1 DEAD BOLT                                                        |
| <b>HARDWARE SET #2</b><br>EXISTING HARDWARE TO BE MOVED WITH DOOR<br>CHANGE CYLINDER TO TEST TO MATCH NEW HARDWARE GROUPS                                                                                                                                              | <b>HARDWARE SET #5 / POCKET DOOR</b><br>OVERHEAD TRACK<br>1 SET, CARRIER CARDS (TRACK WHEELS)<br>1 CYLINDER W/ HOOKED FRAME CATCH<br>1 SET, HEATHER STRIPPING |
| <b>HARDWARE SET #3</b><br>ALL HARDWARE BY THE STOREFRONT MANUFACTURER, FINISH TO MATCH. GLASS HOOKED COMPONENTS TO ALSO INCLUDE CLOSER AND HEATHERSTRIPPINGS.                                                                                                          | <b>HARDWARE SET #6</b><br>1/2 PAIR BUTTS, HEAVY DUTY<br>1 LATCH SET<br>1 DEAD BOLT<br>1 SET, SILENCERS<br>1 SET, HEATHERSTRIPPINGS<br>1 THRESHOLD             |
|                                                                                                                                                                                                                                                                        | <b>HARDWARE SET #7</b><br>2 PAIR BUTTS, HEAVY DUTY<br>1 EXIT DEVICE<br>1 CLOSER W/ HOLD OPEN<br>1 SET, SILENCERS<br>1 DEAD BOLT                               |

### DOOR TYPES



1 FLOOR PLAN  
SCALE: 1/8" = 1'-0"



**ESTAR ARCHITECTS**  
 ARCHITECTURE PLANNING INTERIOR DESIGN  
 701 BRIGGS AVENUE SUITE 400 LAS VEGAS, NEVADA 89101  
 TELEPHONE: (702) 878-0000 FAX: (702) 878-3430  
 www.estarchitects.com

**A SHELL REMODEL FOR: RESTAURANT**  
 1050 S. RAMPART BLVD.  
 LAS VEGAS, NV 89146

| NO. | DATE     | DESCRIPTION           | BY  | CHKD. |
|-----|----------|-----------------------|-----|-------|
| 1   | 12/14/10 | 1. EXIST. CONDITIONS  | EST | EST   |
| 2   | 12/14/10 | 2. EXIST. CONDITIONS  | EST | EST   |
| 3   | 12/14/10 | 3. EXIST. CONDITIONS  | EST | EST   |
| 4   | 12/14/10 | 4. EXIST. CONDITIONS  | EST | EST   |
| 5   | 12/14/10 | 5. EXIST. CONDITIONS  | EST | EST   |
| 6   | 12/14/10 | 6. EXIST. CONDITIONS  | EST | EST   |
| 7   | 12/14/10 | 7. EXIST. CONDITIONS  | EST | EST   |
| 8   | 12/14/10 | 8. EXIST. CONDITIONS  | EST | EST   |
| 9   | 12/14/10 | 9. EXIST. CONDITIONS  | EST | EST   |
| 10  | 12/14/10 | 10. EXIST. CONDITIONS | EST | EST   |

A2.01  
FLOOR PLAN

CONSTRUCTION DOCUMENTS

EOT-40305

NOV 24 2010



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN  
MAYOR

GARY REESE  
MAYOR PRO TEM

STEVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

RICKI Y. BARLOW

STAVROS S. ANTHONY

ELIZABETH N. FRETWELL  
CITY MANAGER

January 6, 2011

Mr. Robert Eng  
GL Dragon, LLC  
2877 Paradise Road, Unit 2401  
Las Vegas, Nevada 89109

RE: EOT-40305 - EXTENSION OF TIME - SPECIAL USE PERMIT  
CITY COUNCIL MEETING OF JANUARY 5, 2011

Dear Mr. Eng:

The City Council at a regular meeting held January 5, 2011, APPROVED the request for an Extension of Time of a previously approved Special Use Permit (SUP-36172) FOR A PROPOSED 7,800 SQUARE-FOOT SUPPER CLUB IN A FORMER SUPPER CLUB at 1050 South Rampart Boulevard (APN 138-32-412-024), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on January 5, 2011. This approval is subject to:

Planning and Development

1. This Special Use Permit (SUP-36172) shall expire on December 16, 2012 unless another Extension of Time is approved by the City Council.
2. Conformance to the conditions of approval of the Special Use Permit (SUP-36172) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

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

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

VOICE 702.229.6011  
TTY 702.386.9108  
[www.lasvegasnevada.gov](http://www.lasvegasnevada.gov)

FM-0044-08-09

# PLANNING & DEVELOPMENT



DEVELOPMENT SERVICES CENTER

731 S. Fourth Street  
Las Vegas, NV 89101

Voice: 702-229-6301  
Fax: 702-474-0352  
TTY: 702-386-9108

[www.lasvegasnevada.gov](http://www.lasvegasnevada.gov)

December 17, 2010

Mr. Robert Eng  
GL Dragon, LLC  
2877 Paradise Road, Unit 2401  
Las Vegas, Nevada 89109

**RE: EOT-40305 - EXTENSION OF TIME - SPECIAL USE PERMIT  
CITY COUNCIL MEETING OF JANUARY 5, 2011**

Dear Mr. Eng:

Please be advised the City Council at its regular meeting on **January 5, 2011** as referred to above, will consider your request. This meeting will be held at 1:00 P. M. at the Council Chambers of City Hall, 400 Stewart Avenue, Las Vegas, Nevada.

A copy of staff's recommendations, any conditions related to your application and the **final agenda** will be available on-line on **Thursday, December 23, 2010** at [www.lasvegasnevada.gov](http://www.lasvegasnevada.gov). If you do not have access to the Internet and would prefer receiving hard copies of the documentation, please call the Case Planning Division at (702) 229-6301 or come into the Development Services Center at 731 South Fourth Street to request your copies.

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

Sincerely,

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

MMW:clb

Mayor  
Oscar B. Goodman

City Council  
Gary Reese  
Mayor Pro Tem

Steve Wolfson  
Lois Torkanian  
Steven D. Ross  
Ricki Y. Barlow  
Stavros S. Anthony

City Manager  
Elizabeth N. Fretwell



# Memorandum

City of Las Vegas  
Department of Public Works  
Development Coordination

**To:** Department of Planning and Development  
**From:** Bart Anderson, Manager, Development Coordination, Department of Public Works *BA*  
**CC:** Nancy Almanzan, Right-of-Way; Tom Hayes, Land Development; O. C. White, Traffic Engineering; Alan Riekkilä, Survey (FM, PM, & A's only)  
**Date:** November 30, 2010  
**Re:** **EOT-40305** G. L. Dragon, LLC 1050 S. Rampart Blvd.  
Request for an Extension of Time of a previously approved Special Use Permit (SUP-36172)

---

## **COMMENTS:**

We have no comment on the Request for an Extension of Time application of an approved Special Use Permit for a proposed supper club in a former supper club located at 1050 South Rampart Boulevard as long as all previously imposed conditions of approval for SUP-36172 and all other subsequent site-related actions are ultimately complied with.

**CITY OF LAS VEGAS**

**DEVELOPMENT REVIEW COMMENT FORM**



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

**EOT-40305 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: G.L. DRAGON, LLC** - Request for an Extension of Time of a previously approved Special Use Permit (SUP-36172) FOR A PROPOSED 7,800 SQUARE-FOOT SUPPER CLUB IN A FORMER SUPPER CLUB at 1050 South Rampart Boulevard (APN 138-32-412-024), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson).

CITY COUNCIL: **JANUARY 5, 2011**

CASE PLANNER: **DEBBIE SULLIVAN**



**CONSENT**

Comments Due: **DECEMBER 8, 2010**

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

**LIST COMMENTS BELOW:**

---

Report Date 11/29/2010 09:19 AM

Submitted By

Page 1

A/P # 40305 EXTENSION OF TIME

Application Information

Stages

|           | Date / Time      | By     |            | Date / Time | By |
|-----------|------------------|--------|------------|-------------|----|
| Processed | 11/24/2010 12:50 | 983510 | 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         | <input checked="" type="checkbox"/> Auto Reviews | Bill Group | Actual Valuation     | 0.00 |

Description of Work

EOT-40305 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: G.L. DRAGON, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-36172) FOR A PROPOSED 7,800 SQUARE-FOOT SUPPER CLUB IN A FORMER SUPPER CLUB at 1050 South Rampart Boulevard (APN 138-32-412-024), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson).

Parent A/P # 36172  
Project # 40305 Project/Phase Name SUPPER CLUB Phase #  
Size/Area 1.15 ACRE Size Description Subdivision Code  
Proposed Start Proposed Stop % Completed 0.00  
% Complete Formula

Property/Site Information

Parcel 13832412024

Location

Owner/Tenant

Contact ID AC900549 Name DRAGON G L L L C  
Mailing Address 2877 PARADISE RD #2401 Organization % M/M ENG  
City LAS VEGAS State/Province NV  
ZIP/PC 89109-5257 Country ☐ Foreign  
Day Phone Evening Phone  
Fax Mobile #

A/P Linked Addresses

No Addresses are linked to this Application

Linked Addresses

1050 S RAMPART BLVD  
LAS VEGAS, 89145-

A/P Addresses

No Other Addresses are associated to this Application

Linked Parcels

No Parcels are linked to this Application

A/P Linked Parcels

13832412024

Report Date 11/29/2010 09:19 AM

Submitted By

Page 2

Applicants/Contacts

Primary Y Capacity OWNER Contact ID AC900549 ☐ Foreign  
Effective  
Name DRAGON G L L L C Expire  
Day Phone Eve Phone Organization % M/M ENG  
Pager PIN # Position  
Fax Mobile Profession  
E-Mail  
Address 2877 PARADISE RD #2401  
LAS VEGAS, NV 89109-5257  
Seasonal Addr  
Valid From To  
Comments No Comments

Contractors

No Contractors

Project # A/P Type Status Stage Relation

No children exist for this project

Planning Condition Description Effective Expire Comments

There is no planning condition for this project.

EXTENSION OF TIME

Y Will this go to the City Council? Hearing Type  
Y Will this go DIRECTLY to City Council? Public, Non-Public or Admin? NON-PUBLIC  
Parent Application Type SUP  
Parent Project # 36172  
Staff Recommendation Entitlement Exercised?  
Meeting Information

| <u>Meeting Grid</u> | <u>Meeting Type</u> | <u>Meeting Status</u> | <u>YES Votes</u> | <u>NO Votes</u> | <u>ABSTENTIONS</u> |
|---------------------|---------------------|-----------------------|------------------|-----------------|--------------------|
| <u>Meeting Date</u> | <u>Add Date</u>     | <u>Modified by</u>    |                  |                 |                    |
| <u>Comments</u>     |                     | <u>Modified Date</u>  |                  |                 |                    |
| <u>Added By</u>     |                     |                       |                  |                 |                    |
| 01/05/2011          | CC                  | SCHEDULED             |                  |                 |                    |
| BSTICKA             | 11/24/2010          | BSTICKA               | 11/24/2010       | 0               | 0                  |

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

No children exist for this project

| <u>Employee</u>    | <u>Last</u> | <u>First</u> | <u>MI</u> | <u>Comments</u> |
|--------------------|-------------|--------------|-----------|-----------------|
| <u>Employee ID</u> |             |              |           |                 |
| 984478             | SULLIVAN    | OEBOAH       | J         | Planning x6895  |



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

## EOT Application

Report Date 11/29/2010 09:19 AM

Submitted By

Page 3

| <u>Employee ID</u> | <u>Last</u> | <u>First</u> | <u>MI</u> | <u>Comments</u> |
|--------------------|-------------|--------------|-----------|-----------------|
|--------------------|-------------|--------------|-----------|-----------------|

| <u>Log Action</u> | <u>Description</u> | <u>Entered By</u> | <u>Start</u> | <u>Stop</u> | <u>Hours</u> |
|-------------------|--------------------|-------------------|--------------|-------------|--------------|
|-------------------|--------------------|-------------------|--------------|-------------|--------------|

|        |                                                                                     |        |                  |  |      |
|--------|-------------------------------------------------------------------------------------|--------|------------------|--|------|
| PAYMNT | CO NAME WHO PICKED UP CONTACT#<br>ROBERT ENG; GL DRAGON LLC; CK#1561; 702-732-9087; | 890381 | 11/24/2010 13:01 |  | 0.00 |
|--------|-------------------------------------------------------------------------------------|--------|------------------|--|------|

# PLANNING & DEVELOPMENT DEPARTMENT

## APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit for Supper Club  
 Project Address (Location) 1050 South Rampart Boulevard  
 Project Name \_\_\_\_\_ Proposed Use Supper Club  
 Assessor's Parcel #(s) 138-32-412-024 Ward # 2  
 General Plan: existing \_\_\_\_\_ proposed N/A Zoning: existing C-1 proposed N/A  
 Commercial Square Footage 7800 Square Feet Floor Area Ratio \_\_\_\_\_  
 Gross Acres 1.15+/- Lots/Units 1 Density N/A  
 Additional Information Please See Attached

PROPERTY OWNER G.L. Dragon, LLC Contact Robert Eng  
 Address 2877 Paradise Road, Unit 2401 Phone: (702) 732-9087 Fax: N/A  
 City Las Vegas State NV Zip 89109  
 E-mail Address gldragon@cox.net

APPLICANT G.L. Dragon, LLC Contact Robert Eng  
 Address 2877 Paradise Road, Unit 2401 Phone: (702) 732-9087 Fax: N/A  
 City Las Vegas State NV Zip 89109  
 E-mail Address gldragon@cox.net

REPRESENTATIVE N/A Contact Robert Eng  
 Address 2877 Paradise Road, Unit 2401 Phone: (702) 732-9087 Fax: N/A  
 City Las Vegas State NV Zip 89109  
 E-mail Address gldragon@cox.net

Property Owner Signature\* [Signature]  
 \* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.  
 Print Name ROBERT ENG  
 Subscribed and sworn before me  
 This 23 day of November, 20 10  
[Signature]

### FOR DEPARTMENT USE ONLY

|                |                  |
|----------------|------------------|
| Case #         | <u>ECT-40305</u> |
| Meeting Date:  | <u>01/05/11</u>  |
| Total Fee:     | <u>\$300.00</u>  |
| Date Received: | <u>11/24/10</u>  |
| Received By:   | <u>Ben S.</u>    |

Notary Public in and for said County and State

Revised 10/27/08



The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable provisions of the Zoning Ordinance.  
 f:\depot\Application Packet\Application Form.pdf



## PLANNING & DEVELOPMENT DEPARTMENT

### STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-40305** APN: 138-32-412-024

Name of Property Owner: G.L. Dragon, LLC

Name of Applicant: G.L. Dragon, LLC

Name of Representative: Robert W. Eng

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

☐ Yes

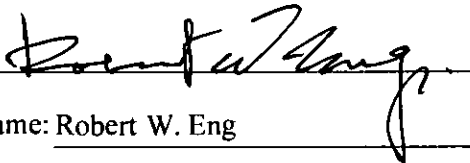
☒ No

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

City Official: \_\_\_\_\_

Partner(s): \_\_\_\_\_

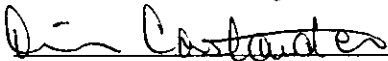
APN: \_\_\_\_\_

Signature of Property Owner: 

Print Name: Robert W. Eng

Subscribed and sworn before me

This 23 day of November, 2010



Notary Public in and for said County and State





## G.L. Dragon, LLC

2877 Paradise Road, #2401  
Las Vegas, NV 89109  
Phone 702.732.9087

City of Las Vegas  
Planning & Development Department  
731 South Fourth Street  
Las Vegas, Nevada 89101

Re: Justification Letter for Request for Extension of Time  
1050 South Rampart Boulevard  
Las Vegas, Nevada 89145  
APN 138-32-412-024

To Whom It May Concern:

Attached is our submission package to request an Extension of Time on our current Special Use Permit (SUP-36172) at the above referenced property.

Our current Special Use Permit was granted on December 17, 2009. We had a tenant that was working on improvements on our property. This tenant abandoned the property last month without applying for their licensing or opening for business.

We are working on leasing the property to a new tenant and realize that a new tenant will most likely not be able to apply for their licensing before our Special Use Permit expires.

At this time, we would like to request an Extension of Time on our current Special Use Permit for a proposed 7,800 square foot Supper Club in a Former Supper Club at 1050 South Rampart Boulevard (APN 138-32-412-024), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson).

We will conform to all Minimum Requirements under Title 19.04.010 for Supper Club use. Any business that leases the property will operate in Conformance to Chapter 6.50 of the City of Las Vegas Municipal Code. Finally, all City Code Requirements and design standards of all City Departments will be satisfied.

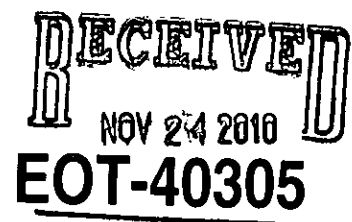
If there are any questions or concerns regarding this submission, I can be reached at 702.732.9087.

Respectfully,

G.L. Dragon, LLC

Robert W. Eng  
Managing Partner

Attachments





LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN  
MAYOR

GARY REESE  
MAYOR PRO TEM

STEVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

RICKI Y. BARLOW

STAVROS S. ANTHONY

ELIZABETH N. FRETWELL  
CITY MANAGER

December 17, 2009

Mr. Robert Eng  
GL Dragon, LLC  
2877 Paradise Road, Suite #2401  
Las Vegas, Nevada 89109

RE: SUP-36172 - SPECIAL USE PERMIT  
CITY COUNCIL MEETING OF DECEMBER 16, 2009

Dear Mr. Eng:

The City Council at a regular meeting held December 16, 2009 APPROVED the request for a Special Use permit FOR A PROPOSED 7,800 SQUARE-FOOT SUPPER CLUB IN A FORMER SUPPER CLUB at 1050 South Rampart Boulevard (APN 138-32-412-024), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on December 17, 2009. This approval is subject to:

Planning and Development

1. Conformance to all Minimum Requirements under Title 19.04.010 for a Supper Club use.
2. This Special Use Permit shall expire one year from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.
3. Approval of this Special Use Permit does not constitute approval of a liquor license.
4. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

CITY OF LAS VEGAS  
400 STEWART AVENUE  
LAS VEGAS, NEVADA 89103

VOICE 702 229 6011  
TTY 702 386 9108  
[www.lasvegasnevada.gov](http://www.lasvegasnevada.gov)

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Mr. Robert Eng  
SUP-36172 - Page Two  
December 17, 2009

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

Sincerely,



Vicky Skilbred  
Chief Deputy City Clerk for  
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Bob Gronauer  
KCRGF  
3800 Howard Hughes Parkway, 7th Floor  
Las Vegas, Nevada 89169

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Assessor Parcel No(s):

**RECORDATION**

REQUESTED BY:  
InterBusiness Bank,  
N.A.  
18605 E. Gale Ave.,  
Suite 238  
City of Industry, CA  
91748

**WHEN RECORDED MAIL**

TO:  
InterBusiness Bank,  
N.A.  
18605 E. Gale Ave.,  
Suite 238  
City of Industry, CA  
91748

**SEND TAX NOTICES TO:**

G.L. DRAGON , LLC.  
2877 S. PARADISE  
RD., #2401  
LAS VEGAS, NV  
89109

**FOR RECORDER'S USE ONLY**

**DEED OF TRUST**

THIS DEED OF TRUST is dated January 24, 2006, among G.L. DRAGON , LLC., A NEVADA LIMITED LIABILITY COMPANY, whose address is 2877 S. PARADISE RD., #2401, LAS VEGAS, NV 89109 ("Grantor"); InterBusiness Bank, N.A., whose address is 18605 E. Gale Ave., Suite 238, City of Industry, CA 91748 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and InterBusiness Bank, N.A., whose address is 18605 E. GALE AVE., #238, CITY OF INDUSTRY, CA 91748 (referred to below as "Trustee").

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

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 1050 S. RAMPART BLVD., LAS

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**DEED OF TRUST  
(Continued)**

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**VEGAS, NV 89145. The Real Property tax identification number is 138-32-412-024.**

**CROSS-COLLATERALIZATION.** In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently, absolutely, and irrevocably assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property.

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

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

**STATUTORY COVENANTS.** The following Statutory Covenants are hereby adopted and made a part of this Deed of Trust: Covenants Nos. 1, 3, 4, 5, 6, 7, 8 and 9 of N.R.S. 107.030. The rate of interest after default for Covenant No. 4 shall be 5.250 percentage points over the variable rate index defined in the Note. The percent of counsel fees under Covenant No. 7 shall be ten percent(10%). Except for Covenants Nos. 6, 7, and 8, to the extent any terms of this Deed of Trust are inconsistent with the Statutory Covenants the terms of this Deed of Trust shall control. Covenants 6, 7, and 8 shall control over the express terms of any inconsistent terms of this Deed of Trust.

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

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

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

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous

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**DEED OF TRUST  
(Continued)**

Page 3

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

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

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

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

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans

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**DEED OF TRUST  
(Continued)**

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With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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

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

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

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

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

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**DEED OF TRUST  
(Continued)**

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

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

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

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least fifteen (15) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

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

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**DEED OF TRUST  
(Continued)**

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any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

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

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

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

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

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

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

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**DEED OF TRUST  
(Continued)**

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authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

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

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation. Grantor waives any legal or equitable interest in the net proceeds and any right to require any apportionment of the net proceeds of the award. Grantor agrees that Lender is entitled to apply the award in accordance with this paragraph without demonstrating that its security has been impaired.

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

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

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

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as

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**DEED OF TRUST  
(Continued)**

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provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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

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

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

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

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

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

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

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

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

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

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

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

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

**Default on Subordinate Indebtedness.** Default by Grantor under any subordinate obligation or instrument securing any subordinate obligation or commencement of any suit or other action to foreclose any subordinate lien on the Property.

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

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

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

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

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**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

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

**Insecurity.** Lender in good faith believes itself insecure.

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

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

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

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

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

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

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receiver.

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

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

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Notices given by Lender or Trustee under the real property foreclosure proceedings shall be deemed reasonable. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. The power of sale under this Deed of Trust shall not be exhausted by any one or more sales (or attempts to sell) as to all or any portion of the Real Property remaining unsold, but shall continue unimpaired until all of the Real Property has been sold by exercise of the power of sale and all Indebtedness has been paid in full.

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

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

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and

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obligations of Trustee are part of this Deed of Trust:

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

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

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

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of CLARK County, State of Nevada. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**FORCE PLACEMENT OF FLOOD INSURANCE.** TRUSTOR/BORROWER AGREES THAT LENDER MAY OBTAIN FLOOD HAZARD DETERMINATIONS FROM TIME TO TIME AND REQUIRES FLOOD INSURANCE AT ANY TIME DURING THE LOAN IF ANY PART OF THE SECURED PROPERTY IS OR BECOMES LOCATED IN A SPECIAL FLOOD HAZARD AREA. TRUSTOR/BORROWER FURTHER AGREES THAT LENDER MAY FORCE PLACE FLOOD INSURANCE IF THE TRUSTOR/BORROWER DOES NOT COMPLY WITH ALL OF ITS FLOOD INSURANCE OBLIGATIONS; AND TO CHARGE TRUSTOR/BORROWER FOR THE AMOUNT OF ANY PREMIUMS IN ADDITION TO A REASONABLE SERVICE FEE; AND TO ADD ANY UNREIMBURSED AMOUNTS TO THE LOAN BALANCE, TO BEAR INTEREST AS PRINCIPAL SECURED BY THE DEED OF TRUST.

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

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

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

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

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

**Governing Law.** With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Deed of Trust will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Nevada. In all other respects, this Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of California without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Deed of Trust is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Deed of Trust has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of California.

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

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

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

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

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Indebtedness.

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

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Nevada as to all Indebtedness secured by this Deed of Trust.

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

**Beneficiary.** The word "Beneficiary" means InterBusiness Bank, N.A., and its successors and assigns.

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

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee.

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

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

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

**Grantor.** The word "Grantor" means G.L. DRAGON , LLC..

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

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

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used,

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treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

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

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

**Lender.** The word "Lender" means InterBusiness Bank, N.A., its successors and assigns.

**Note.** The word "Note" means the promissory note dated January 24, 2006, in the original principal amount of \$3,800,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, mobile homes, manufactured homes or modular homes which have not been legally acceded to the real property in accordance with Nevada law, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to or used in the operation of the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

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

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

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means InterBusiness Bank, N.A., whose address is 18605 E.

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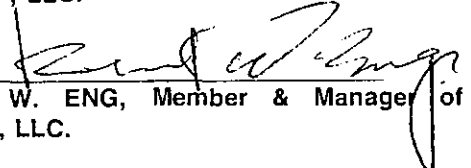
GALE AVE., #238, CITY OF INDUSTRY, CA 91748 and any substitute or successor trustees.

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

GRANTOR:

G.L. DRAGON, LLC.

By:

  
ROBERT W. ENG, Member & Manager of G.L.  
DRAGON, LLC.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF

California

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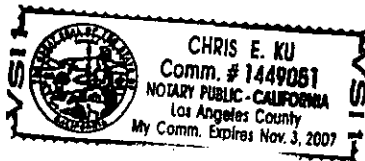
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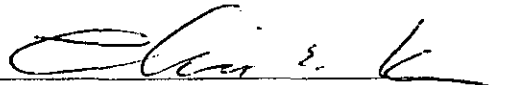
Los Angeles

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This instrument was acknowledged before me on Jan. 24, 2006 by ROBERT W. ENG, Member & Manager of G.L. DRAGON, LLC., as designated agent of G.L. DRAGON, LLC..



(Seal, if any)



(Signature of notarial officer)

Notary Public in and for State of California

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**REQUEST FOR FULL RECONVEYANCE**

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

To: \_\_\_\_\_, Trustee

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

Date: \_\_\_\_\_

Beneficiary: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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LASER PRO Lending, Ver. 3.25.00.004 Copy: Harland Financial Solutions, Inc. 1997, 2006 All Rights Reserved. - RWICA G:\CPA\PLUGB1.FC TR-501 PR-3

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## EXHIBIT A

### PARCEL 1:

THE SOUTH HALF (S ½) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.B. & M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, BEING A PORTION OF LOT ONE (1), BLOCK ONE (1) OF THAT COMMERCIAL SUBDIVISION KNOWN AS "PECCOLE RANCH TOWN CENTER" AS SHOWN BY MAP THEREOF ON FILE IN BOOK 86 OF PLATS, PAGE 23, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION 32, SAME BEING THE CENTERLINE INTERSECTION OF CHARLESTON BOULEVARD AND RAMPART BOULEVARD, SAID POINT BEING MARKED BY A CITY OF LAS VEGAS BRASS CAP IN CONCRETE STAMPED "PLS 5094";

THENCE NORTH 00°33'39" WEST, ALONG THE CENTERLINE OF RAMPART BOULEVARD, 287.00 FEET;

THENCE NORTH 89°26'21" EAST, DEPARTING SAID CENTERLINE, 77.58 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 07°45'20" EAST, ALONG A LINE LYING 15 FEET EAST OF AND RUNNING PARALLEL WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID RAMPART BOULEVARD, 15.47 FEET;

THENCE CONTINUING ALONG A LINE LYING 15 FEET EAST OF AND RUNNING PARALLEL WITH SAID EASTERLY RIGHT-OF-WAY LINE THROUGH ITS VARIOUS COURSES AS FOLLOWS:

NORTH 01°42'24" WEST, 84.53 FEET;

THENCE NORTH 15°44'35" WEST, 41.23 FEET;

THENCE NORTH 01°42'24" WEST, 100.99 FEET TO THE SOUTHWEST CORNER OF PAD D, AS SHOWN ON THAT RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 106 OF SURVEYS, AT PAGE 15;

THENCE NORTH 89°26'21" EAST, DEPARTING SAID PARALLEL LINE AND ALONG THE SOUTHERLY BOUNDARY LINE OF SAID PAD D, 200.04 FEET TO THE SOUTHEAST CORNER OF SAID PAD D;

THENCE SOUTH 01°42'24" EAST, DEPARTING SAID PAD D, 95.59 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 150.00 FEET;

THENCE SOUTHEASTERLY, 131.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°03'33";

THENCE SOUTH 38°14'02" WEST, 39.89 FEET;

THENCE SOUTH 89°26'21" WEST, 220.68 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS PAD E AS SHOWN ON RECORD OF SURVEY IN FILE 117, PAGE 74, RECORDED AUGUST 15, 2001 IN BOOK 20010815 AS DOCUMENT NO. 01441, AND AS AMENDED BY CERTIFICATE OF AMENDMENT RECORDED OCTOBER 24, 2001 IN BOOK 20011024 AS DOCUMENT NO. 02683, BOTH OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

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**PARCEL II:**

NON-EXCLUSIVE EASEMENT FOR THE PASSAGE AND PARKING OF VEHICLES AND FOR THE PASSAGE AND ACCOMMODATION OF PEDESTRIANS AS CONTAINED IN THAT CERTAIN "DECLARATION OF RESTRICTIONS AND OPERATION AND EASEMENT AGREEMENT" RECORDED OCTOBER 22, 1998 IN BOOK 981022 AS DOCUMENT NO. 01589 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AND AS AMENDED BY THOSE CERTAIN AMENDMENTS THERETO RECORDED JUNE 09, 1999 IN BOOK 990609 AS DOCUMENT NO. 01024 AND RE-RECORDED JULY 16, 1999 IN BOOK 990716 AS DOCUMENT NO. 00353, NOVEMBER 23, 1999 IN BOOK 991123 AS DOCUMENT NO. 01360, DECEMBER 15, 1999 IN BOOK 991215 AS DOCUMENT NO. 01470, JANUARY 26, 2000 IN BOOK 20000126 AS DOCUMENT NO. 01082, FEBRUARY 17, 2000 IN BOOK 20000217 AS DOCUMENT NO. 01008, MARCH 22, 2000 IN BOOK 20000322 AS DOCUMENT NO. 01459, JUNE 14, 2000 IN BOOK 20000614 AS DOCUMENT NO. 00540, SEPTEMBER 29, 2000 IN BOOK 20000929 AS DOCUMENT NO. 04059 AND RE-RECORDED NOVEMBER 07, 2000 IN BOOK 20001107 AS DOCUMENT NO. 00075, AND MAY 22, 2001 IN BOOK 20010522 AS DOCUMENT NO. 01895, ALL OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

**PARCEL III:**

A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS, EGRESS AND PARKING AS CREATED BY THAT CERTAIN GRANT OF RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS RECORDED JUNE 20, 2000, IN BOOK 20000620 AS DOCUMENT NO. 01343, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

**PARCEL IV:**

NON-EXCLUSIVE EASEMENT FOR THE PASSAGE AND PARKING OF VEHICLES AND FOR THE PASSAGE AND ACCOMMODATION OF PEDESTRIANS AS CONTAINED IN THAT CERTAIN "GRANT OF RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS" RECORDED FEBRUARY 12, 2001 IN BOOK 20010212 AS DOCUMENT NO. 01340, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

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NOV 24 2010