

Assessor's Parcel No. 04-290-08
04-290-16
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10/17/2016 08:32AM
Official Record
Requested By
FIDELITY NATIONAL TITLE INSURANCE COMPANY (RIC
Eureka County - NV
Lisa Hoehne - Recorder
Page: 1 of 21 Fee: \$62.00
Recorded By FS RPTT: \$0.00
Book- 0596 Page- 0170



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Space above for Recorder's Use

DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING

Please complete Affirmation Statement below:

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information (as defined in NRS 603A.040) of any person or persons. (Per NRS 239B.030)

"Deutsche Bank National Trust Company for"
Deutsche Bank Trust Company Americas

Signature
SUSAN BARSTOCK
VICE PRESIDENT

Typed Name

Ellen Jean-Baptiste
Associate

Date

Title

Return after recording to:
Fidelity National Title Group
Attn: Andrea Weber
7130 Glen Forest Drive #300
Richmond, Virginia 23226

BLaw - NV - Eureka - LDAC 9 - TC 13849607 - TC120678, TC120682, TC120687, TC120689,
TC120694 13860986, 13860989, 13860990, 13860994, 13860996

The undersigned certifies that the address of Grantee is:

Deutsche Bank Trust Company Americas
60 Wall Street, 16th Floor, MS NYC60-1625
New York, NY 10005
Attention: Global Securities Services (GSS)


On behalf of Grantee

SUSAN BARSTOCK
VICE PRESIDENT


Ellen Jean-Baptiste
Associate

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

This Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (this "Security Instrument") is executed effective as of 10/16, 2016 (the "Effective Date"), by LD ACQUISITION COMPANY 9 LLC, a Delaware limited liability company ("Grantor"), whose mailing address is c/o Landmark Dividend LLC, 2141 Rosecrans Ave., Suite 2100, El Segundo, California 90245, and whose organizational number is 5070488, to FIDELITY NATIONAL TITLE INSURANCE COMPANY, as trustee ("Trustee"), whose address is 7130 Glen Forest Drive, Suite 300, Richmond, VA 23226, for the benefit of DEUTSCHE BANK TRUST COMPANY AMERICAS, as Indenture Trustee (the "Indenture Trustee") on behalf of and for the benefit of the Noteholders and any other secured party specified in the Indenture (as defined below) (each, a "Secured Party" and, collectively, the "Secured Parties"), whose address is 60 Wall Street, 16th Floor, MS NYC60-1625, New York, NY 10005, Attention: Global Securities Services (GSS).

FOR GOOD AND VALUABLE CONSIDERATION, including the Indebtedness and the trust herein created, the receipt of which is hereby acknowledged, and in order to secure the payment of the Indebtedness and the performance of the obligations, covenants, agreements and undertakings hereinafter described, Grantor does hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN and SET OVER to Trustee (i) all of its right, title and interest in and to the real property described on Exhibit A attached hereto (the "Land"), as such rights, title and interests are set forth in the document(s) listed on Exhibit B attached hereto (the "Contract"), and as such document(s) may be amended, amended and restated, supplemented or otherwise modified from time to time; (ii) all interests of Grantor in and to any streets, ways, alleys and/or strips of land adjoining said land or any part thereof; and (iii) all of Grantor's rights, estates, powers and privileges appurtenant or incident to the foregoing (the foregoing are collectively referred to herein as the "Collateral").

TO HAVE AND TO HOLD the foregoing property unto Trustee and Trustee's successors or substitutes in this trust and to Trustee or its successors and substitutes, IN TRUST, however, upon the terms, provisions and conditions herein set forth.

In order to secure the payment of the Indebtedness and the performance of the obligations, covenants, agreements and undertakings hereinafter described, Grantor hereby grants to Indenture Trustee, on behalf of and for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest, now held or hereafter obtained, in goods, equipment, furnishings, fixtures, furniture, chattels and personal property of whatever nature located on or used in connection with the Collateral, and all fixtures, accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing, all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein, profits and proceeds from all or any part of the Property, all proceeds (including premium refunds) of each policy of insurance relating to the Property, all

BLaw - NV - Eureka - LDAC 9 - TC 13849607 - TC120678, TC120682, TC120687, TC120689,
TC120691, TC120694



232016

Book: 596 10/17/2016
Page: 172 3 of 21

proceeds from the taking of the Property or any part thereof or any interest therein or right or estate appurtenant thereto by eminent domain or by purchase in lieu thereof, all amounts deposited in Grantor's operating accounts, all contracts related to the Property (including leases and license agreements), all money, funds, accounts, instruments, documents, general intangibles (including trademarks, trade names and symbols owned by Grantor and used in connection therewith), all notes or chattel paper arising from or related to the Property, all permits, licenses, franchises, certificates and all other rights and privileges obtained by Grantor in connection with the Property, all plans, specifications, maps, surveys, reports, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale or operation of the Property, all proceeds and other amounts paid or owing to Grantor under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Property (collectively, the "Additional Collateral") and all proceeds of the Additional Collateral. The Collateral and Additional Collateral are collectively called the "Property".

Grantor will warrant and forever defend the title to the Property against the claims of all persons whomsoever lawfully claiming or to claim the same or any part thereof, subject to Permitted Encumbrances.

ARTICLE I.

Indebtedness

1.1 Indebtedness. This Security Instrument is made to secure and enforce the payment of the following notes, obligations, indebtedness and liabilities: (a) the Notes issued under the Indenture from time to time, the aggregate principal amount of which on the date hereof is One Hundred Sixteen Million Six Hundred Thousand and NO/100 Dollars (\$116,600,000.00), both principal and interest being payable as therein provided, together with all amendments, modifications and extensions of the Notes and all other notes given in substitution of the Notes or in modification, increase, renewal, extension or consolidation of the Notes, in whole or in part; (b) all loans and future advances made by any Secured Party under the Indenture and all other debts, obligations and liabilities of every kind and character of Obligors (as defined in the Indenture) now or hereafter existing in favor of any Secured Party under the Indenture (including all indebtedness incurred or arising pursuant to the provisions of this Security Instrument or any agreement entered into by an Obligor relating to the above described indebtedness or any other instrument now or hereafter evidencing, governing or securing the above described indebtedness or any part thereof) whether such debts, obligations or liabilities be direct or indirect, primary or secondary, joint or several, fixed or contingent and (c) all other Obligations (as defined in the Indenture). The indebtedness referred to in this Section is herein called the "Indebtedness".

1.2 Indenture. The Notes, this Security Instrument and certain other documents were executed and delivered pursuant to the Indenture, dated as of June 16, 2016, (as amended, restated, amended and restated, supplemented or otherwise modified, the "Indenture") among



LMRK Issuer Co. LLC, as Issuer (the "Issuer"), LD Acquisition Company 8 LLC, LD Acquisition Company 9 LLC and LD Acquisition Company 10 LLC, each in its capacity as a guarantor thereunder and Deutsche Bank Trust Company Americas, as Indenture Trustee. Terms used, but not defined, herein are defined in the Indenture and shall have the meaning given such terms in the Indenture. The representations, covenants, indemnities and terms and provisions of the Indenture are incorporated herein by reference as though fully set forth herein. All of the covenants in the Indenture, together with any covenants set forth in this Security Instrument, shall constitute covenants running with Grantor's interest in the Property.

ARTICLE II.

Assignment of Leases and Rents

2.1 Assignment. In order to secure payment of the Indebtedness, Grantor does hereby grant a security interest in and absolutely and unconditionally assign, transfer and set over to Indenture Trustee, on behalf of and for the benefit of the Secured Parties, the following:

(a) all rights, title, interests, estates, powers, privileges, options and other benefits of Grantor in or to any lease agreement which now or hereafter covers or affects all or any portion of the Property, together with all renewals, extensions, modifications, amendments, subleases and assignments of such lease agreements (the "Lease" or "Leases"); and

(b) all of the rents, income, receipts, revenues, issues, profits and other sums of money that are now and/or at any time hereafter become due and payable to Grantor under the terms of the Leases or arising or issuing from or out of the Leases or from or out of the Property or any part thereof, including but not limited to minimum rents, additional rents, percentage rents, deficiency rents and liquidated damages following default, payments in consideration for cancellation of a Lease, security deposits (whether cash, one or more letters of credit, bonds or other form of security), advance rents, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property and all of Grantor's rights to recover monetary amounts from any lessee in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of lease defaults, including rejections, disaffirmances, repudiations, and similar actions, under the Federal Bankruptcy Code and other statutes governing the rights of creditors, including specifically the immediate and continuing right to collect and receive each and all of the foregoing excluding Shared Rent (as defined in the Indenture) (the "Rent" or "Rents"); and

(c) any and all guaranties of payment of the Rent.

2.2 No Merger of Estates. Notwithstanding (a) the fact that any Lease or the leasehold estate created thereby may be held, directly or indirectly, by or for the account of any



person or entity which shall have an interest in the fee estate of the Property, (b) the operation of law or (c) any other event, lessee's leasehold estate under such Lease shall not merge into the fee estate and the lessee shall remain obligated under such lease as assigned by this Security Instrument.

2.3 No Third Party Beneficiary. It is expressly agreed by the parties hereto that the assignment under this Article II shall not be construed or deemed made for the benefit of any third party or parties.

2.4 Release and Termination. The assignment contained in this Article II shall terminate upon the release of this Security Instrument but no lessee under the Leases shall be required to take notice of such termination until a copy of a release of this Security Instrument shall have been delivered to such lessee.

ARTICLE III.

Event of Default

3.1 Defaults. The term "Event of Default" as used in this Security Instrument shall have the meaning assigned to such term in the Indenture.

ARTICLE IV.

Remedies Upon Event of Default

4.1 Acceleration. During the continuance of an Event of Default, the Indenture Trustee shall have the option of declaring all Indebtedness in its entirety to be immediately due and payable as provided for in the Indenture by written notice to the Issuer, and the Indenture Trustee may foreclose on the liens and security interests evidenced hereby in any manner provided for herein; provided that such acceleration may be rescinded and annulled pursuant to the terms set forth in the Indenture.

4.2 Possession. During the continuance of an Event of Default, Indenture Trustee is authorized prior or subsequent to the institution of any foreclosure proceedings, but subject to the rights of all other Persons with interests in the Land, to enter upon the Property, or any part thereof, and to take possession of the Property and of all books, records and accounts relating thereto and to exercise without interference from Grantor any and all rights which Grantor has with respect to the management, possession, operation, protection or preservation of the Property, including the right to rent the same for the account of Grantor and to deduct from such Rents all reasonable costs, expenses and liabilities of every character incurred by Indenture Trustee in collecting such Rents and in managing, operating, maintaining, protecting or preserving the Property and to apply the remainder of such Rents on the Indebtedness, in each case, in accordance with Section 5.01 of the Indenture. If necessary to obtain the possession provided for above, Indenture Trustee may invoke any and all legal remedies to dispossess



Grantor, including specifically one or more actions for forcible entry and detainer, trespass to try title and restitution.

4.3 Foreclosure. Indenture Trustee may elect to cause Trustee to sell by power of sale the Property which is real property or which Indenture has elected under the Uniform Commercial Code to treat as real property and, upon such election, such notice of default and election to sell shall be given as may then be required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, at the time and place specified in the notice of sale and in compliance with NRS 107.081, Trustee shall sell such Property or any portion thereof specified by Indenture Trustee, at public auction to the highest bidder for cash in lawful money of the United States. Upon the request of Indenture Trustee, Trustee shall from time to time postpone the sale by public announcement thereof at the time and place noticed therefor, subject to the provisions of NRS 107.082. If the Property consists of several lots, parcels or interests, Indenture Trustee may designate the order in which the same shall be offered for sale or sold. Should Indenture Trustee desire that more than one such sale or other disposition be conducted, Indenture Trustee may, at its option, cause the same to be conducted simultaneously or successively on the same day or at such different days and in such order as Indenture Trustee may deem to be in the best interest of the Secured Parties. Any person, including Grantor, Trustee or Indenture Trustee, may purchase at the sale. Upon any sale, Trustee shall execute and deliver to the purchaser or purchasers a deed or deeds conveying the Property so sold, but without any covenant or warranty whatsoever, express or implied, whereupon such purchaser or purchasers shall be let into immediate possession.

4.4 Judicial Foreclosure. This Security Instrument shall be effective as a mortgage as well as a deed of trust and during the continuance of an Event of Default may be foreclosed as to any of the Property in any manner permitted by the laws of the state of Nevada (the "State"), and any foreclosure suit may be brought by Trustee or by Indenture Trustee. In the event a foreclosure hereunder shall be commenced by Trustee, or Trustee's substitute or successor, Indenture Trustee may at any time before the sale of the Property direct the said Trustee to abandon the sale, and may then institute suit for the collection of the Indebtedness, and for the foreclosure of this Security Instrument. It is agreed that if Indenture Trustee should institute a suit for the collection of the Indebtedness and for the foreclosure of this Security Instrument, Indenture Trustee may at any time before the entry of a final judgment in said suit dismiss the same, and require Trustee, or Trustee's substitute or successor to sell the Property in accordance with the provisions of this Security Instrument.

4.5 Receiver. In addition to all other remedies herein provided for, Grantor agrees that during the continuance of an Event of Default, Indenture Trustee as a matter of right and without (a) notice to Grantor or any other party, (b) a showing of insolvency of Grantor, (c) a showing of fraud or mismanagement with respect to the Property, (d) regard to the sufficiency of the security for the repayment of the Indebtedness, or (e) the necessity of filing any proceeding other than a proceeding for appointment of a receiver, shall be entitled to the appointment of a receiver or receivers for the Property or any part thereof (including without limitation the Rents of the Property). Grantor irrevocably consents to such appointment and waives any and all



defenses to such application for a receiver. This Section will not deprive Indenture Trustee of any other right, remedy or privilege it may have under applicable law to have a receiver appointed for the Property. Additionally, during the pendency of a receivership for all or a portion of the Property, Grantor consents to any proceeding commenced by Indenture Trustee which seeks to enforce another right or remedy of Indenture Trustee under the Transaction Documents or applicable law, including without limitation, the commencement of a foreclosure of the Property. This Section is made an express condition upon which the Notes are being issued and the proceeds thereof are being advanced.

4.6 Proceeds of Sale. The proceeds of any sale held by Trustee or any receiver or public officer in foreclosure of the liens evidenced hereby shall be applied in accordance with Section 5.01 of the Indenture.

4.7 Indenture Trustee as Purchaser. Indenture Trustee, on behalf of the Secured Parties, shall have the right to become the purchaser at any sale held by any Trustee or substitute or successor or by any receiver or public officer and to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the pro rata part of the Indebtedness, accounting to any Secured Parties not joining in such bid in cash for the portion of such bid or bids apportionable to such nonbidding Secured Parties.

4.8 Uniform Commercial Code. During the continuance of an Event of Default, Indenture Trustee may exercise its rights of enforcement with respect to the Additional Collateral under the Uniform Commercial Code as enacted in the State and as the same may be amended from time to time, and in conjunction with, in addition to or in substitution for those rights and remedies:

(a) Subject to the rights of all other Persons with interests in the Land, Indenture Trustee may enter upon the Property to take possession of, assemble and collect the Additional Collateral or to render it unusable;

(b) Indenture Trustee may require Grantor to assemble the Additional Collateral and make it available at a place Indenture Trustee designates which is mutually convenient to allow Indenture Trustee to take possession or dispose of the Additional Collateral;

(c) written notice mailed to Issuer as provided herein ten (10) days prior to the date of public sale of the Additional Collateral or prior to the date after which private sale of the Additional Collateral will be made shall constitute reasonable notice;

(d) any sale of any Additional Collateral made pursuant to the provisions of this Section shall be deemed to have been conducted in a commercially reasonable manner, whether private or public, if held contemporaneously with the sale of all or any portion of the Collateral under power of sale as provided herein and in accordance with applicable law upon giving the same notice and under the same procedures as otherwise



specified herein or otherwise required under applicable law for such sale of all or any portion of the Collateral under power of sale hereunder or under applicable law;

(e) in the event of a foreclosure sale, whether made by Trustee under the terms hereof, or under judgment of a court, the Additional Collateral and the other Collateral may, at the option of Indenture Trustee, be sold as a whole;

(f) it shall not be necessary for Indenture Trustee to take possession of the Additional Collateral or any part thereof prior to the time that any sale pursuant to the provisions of this Section is conducted and it shall not be necessary that the Additional Collateral or any part thereof be present at the location of such sale;

(g) prior to application of proceeds of disposition of the Additional Collateral to the Indebtedness, such proceeds shall be applied to the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorneys' fees and legal expenses incurred by Indenture Trustee;

(h) any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of the Obligations or as to the occurrence of any default, or as to Indenture Trustee having declared all of the Indebtedness to be due and payable, or as to notice of time, place and terms of sale and of the properties to be sold having been duly given, or as to any other act or thing having been duly done by Indenture Trustee, shall be taken as prima facie evidence of the truth of the facts so stated and recited; and

(i) Indenture Trustee may appoint or delegate any one or more Persons as agent to perform any act or acts necessary or incident to any sale held by Indenture Trustee, including the sending of notices and the conduct of the sale, but in the name and on behalf of Indenture Trustee.

4.9 Partial Foreclosure. Following and during the continuance of an Event of Default, Indenture Trustee shall have the right to proceed with foreclosure of the liens and security interests evidenced hereby without declaring the entire Indebtedness due, and in such event any such foreclosure sale may be made subject to the unmatured part of the Indebtedness; and any such sale shall not in any manner affect the unmatured part of the Indebtedness, but as to such unmatured part this Security Instrument shall remain in full force and effect just as though no sale had been made. The proceeds of any such sale shall be applied as provided in Section 4.6 hereof. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Indebtedness.

4.10 Remedies Cumulative. All remedies herein expressly provided for are cumulative of any and all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any other instrument securing the payment of the Indebtedness, or any part thereof, or otherwise benefiting Indenture Trustee, and Indenture Trustee or Trustee shall, in



addition to the remedies herein provided, be entitled to avail themselves of all such other remedies as may now or hereafter exist at law or in equity for the collection of the Indebtedness and the enforcement of the covenants herein and the foreclosure of the liens and security interests evidenced hereby, and the resort to any remedy provided for hereunder or under any such other instrument or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

4.11 Resort to Any Security. Indenture Trustee may resort to any security given by this Security Instrument or to any other security now existing or hereafter given to secure the payment of the Indebtedness, in whole or in part, and in such portions and in such order as may seem best to Indenture Trustee in its sole and uncontrolled discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Security Instrument.

4.12 Waiver. In addition to those waivers set forth in Section 10.19 of the Indenture, to the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force pertaining to the rights and remedies of sureties or redemption, and Grantor, for Grantor and Grantor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of valuation, appraisal, stay of execution and all rights to a marshaling of the assets of Grantor, including the Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and security interests hereby created. Grantor shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents or other matters whatever to defeat, reduce or affect the right of Indenture Trustee under the terms of this Security Instrument to a sale of the Property for the collection of the Indebtedness without any prior or different resort for collection, or the right of Indenture Trustee under the terms of this Security Instrument to the payment of the Indebtedness out of the proceeds of sale of the Property in preference to every other claimant whatever. If any law referred to in this Section and now in force, of which Grantor or Grantor's heirs, devisees, representatives, successors and assigns and such other persons claiming any interest in the Property might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section.

ARTICLE V. Covenants.

5.1 Right of Indenture Trustee to Perform. Grantor agrees that, if Grantor fails to perform any act or to take any action which hereunder Grantor is required to perform or take, or to pay any money which hereunder Grantor is required to pay, or takes any action prohibited hereby, Indenture Trustee may, but shall not be obligated to, perform or cause to be performed such act or take such action or pay such money or remedy any action so taken, pursuant to Section 10.03 of the Indenture and any amounts advanced or expended by Indenture Trustee



under Section 10.03 of the Indenture shall be payable pursuant to Section 5.01 of the Indenture and be secured by this Security Instrument.

ARTICLE VI.

Miscellaneous

6.1 Defeasance. If all of the Indebtedness is paid in full and if all of the covenants, warranties, undertakings and agreements made in this Security Instrument are kept and performed, then all rights under this Security Instrument shall terminate and the Property shall become wholly clear of the liens, security interests, conveyances and assignments evidenced hereby, which shall be released by Indenture Trustee as the Grantor reasonably requests at Grantor's cost. Notwithstanding the foregoing, Indenture Trustee shall release this Security Instrument in the event (i) the Issuer exercises its rights under Section 2.11 of the Indenture, (ii) Grantor no longer owns any interest in the Property as a result of sales of such interests permitted under the Indenture, or (iii) Grantor is released from its obligations under the Indenture pursuant to Section 16.06 of the Indenture.

6.2 No Lien on Fee Estate. Subject to Section 6.3, unless otherwise specifically provided herein, this Security Instrument does not create a lien on the fee estate described in Exhibit A hereto.

6.3 Acquisition of Fee Estate. If Grantor, so long as any portion of the Notes or any other Obligation remains unpaid, shall become the owner and holder of the fee title to the property covered hereunder, the lien of this Security Instrument shall be spread to cover Grantor's fee title, and the fee title shall be deemed to be included in the Property effective as of the date of such acquisition. Grantor agrees, at its sole cost and expense (in accordance with the terms of the Indenture), including without limitation Indenture Trustee's reasonable attorneys' fees, to (i) execute any and all documents or instruments necessary to subject its fee title to the lien of this Security Instrument; and (ii) provide a title insurance policy which shall insure that the lien of this Security Instrument is a first lien on Grantor's fee title.

6.4 Successor Trustee. Trustee may resign by an instrument in writing addressed to Indenture Trustee, or Trustee may be removed at any time with or without cause by an instrument in writing executed by Indenture Trustee. In case of the death, resignation, removal or disqualification of Trustee or if for any reason Indenture Trustee shall deem it desirable to appoint a substitute or successor trustee to act instead of the herein named trustee or any substitute or successor trustee, then, subject to the provisions of the Indenture, Indenture Trustee shall have the right and is hereby authorized and empowered to appoint a successor trustee, or a substitute trustee, without other formality than appointment and designation in writing executed by Indenture Trustee and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the Indebtedness has been paid in full or until the Property is sold hereunder. Grantor hereby covenants and agrees that with respect to Indenture Trustee's right and power to appoint a substitute trustee, Indenture Trustee may



appoint a single substitute trustee, multiple substitute trustees, successive single substitute trustees or successive multiple substitute trustees, to act instead of the trustee then named herein. If multiple substitute trustees are appointed, each of such multiple substitute trustees is empowered and authorized to act alone without the necessity of the joinder of the other substitute trustees whenever any action or undertaking of such substitute trustees is requested or required under or pursuant to this Security Instrument or applicable law. Such appointment and designation by Indenture Trustee, when made in accordance with the Indenture, shall be full evidence of the right and authority to make the same and of all facts therein recited. If Indenture Trustee is a corporation and such appointment is executed on its behalf by an officer of such corporation, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation. Upon the making of any such appointment and designation, all of the estate and title of Trustee in the Property shall vest in the named successor or substitute trustee(s) and such successor or substitute trustee(s) shall thereupon succeed to and shall hold, possess and execute all the rights, powers, privileges, immunities and duties herein conferred upon Trustee; but nevertheless, upon the written request of Indenture Trustee or of the successor or substitute trustee(s), Trustee ceasing to act shall execute and deliver an instrument transferring to such successor or substitute trustee(s) all of the estate and title in the Property of Trustee so ceasing to act, together with all the rights, powers, privileges, immunities and duties herein conferred upon Trustee, and shall duly assign, transfer and deliver any of the properties and moneys held by said Trustee hereunder to said successor or substitute trustee(s). All references herein to Trustee shall be deemed to refer to Trustee (including any successors or substitutes appointed and designated as herein provided) from time to time acting hereunder. Grantor hereby ratifies and confirms any and all acts which the herein named Trustee or Trustee's successor or successors, substitute or substitutes, in this trust, shall do lawfully by virtue hereof. If following the posting of a foreclosure action but prior to the commencement of the foreclosure action, Indenture Trustee decides to replace the trustee who posted such foreclosure, subject to the provisions of the Indenture, Indenture Trustee may do so upon written notice to Grantor and a posting of such new appointment in the same location in which the original foreclosure was posted. Grantor hereby ratifies and confirms any and all acts which the aforementioned Trustee, or Trustee's successor or successors in this trust, shall do lawfully by virtue hereof.

6.5 Liability and Indemnification of Trustee. TRUSTEE SHALL NOT BE LIABLE FOR ANY ERROR OF JUDGMENT OR ACT DONE BY TRUSTEE IN GOOD FAITH, OR BE OTHERWISE RESPONSIBLE OR ACCOUNTABLE UNDER ANY CIRCUMSTANCES WHATSOEVER (INCLUDING TRUSTEE'S NEGLIGENCE OR CLAIMS OF NEGLIGENCE), EXCEPT FOR TRUSTEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by Trustee hereunder, believed by Trustee in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law or the Indenture), and Trustee shall be under no liability for interest on any moneys received by Trustee hereunder. **GRANTOR WILL REIMBURSE TRUSTEE**



FOR, AND INDEMNIFY AND SAVE TRUSTEE HARMLESS AGAINST, ANY AND ALL LIABILITY AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND LEGAL EXPENSES) WHICH MAY BE INCURRED BY TRUSTEE IN THE PERFORMANCE OF TRUSTEE'S DUTIES HEREUNDER OR ON ACCOUNT OF OR IN CONNECTION WITH ANY BODILY INJURY OR DEATH OR PROPERTY DAMAGE OCCURRING IN OR UPON OR IN THE VICINITY OF THE PROPERTY THROUGH ANY CAUSE WHATSOEVER OR ASSERTED AGAINST TRUSTEE ON ACCOUNT OF ANY ACT PERFORMED OR OMITTED TO BE PERFORMED HEREUNDER OR ON ACCOUNT OF ANY TRANSACTION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROPERTY OR WITH ANY TRANSACTION DOCUMENT (INCLUDING ANY LIABILITY AND EXPENSES RESULTING FROM TRUSTEE'S OWN NEGLIGENCE OR CLAIMS OF NEGLIGENCE). The foregoing indemnity shall not terminate upon release, foreclosure or other termination of this Security Instrument.

6.6 Protection and Defense of Lien. Indenture Trustee (whether or not named as a party to legal proceedings with respect thereto) is hereby authorized and empowered to the extent provided in Section 10.03 of the Indenture to take such additional steps as in its judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Security Instrument and the rights, titles, liens and security interests created or evidenced hereby, including but not limited to the employment of counsel, the prosecution or defense of litigation, the compromise or discharge of any adverse claims made with respect to the Property, the purchase of any tax title and the removal of prior liens or security interests (including but not limited to the payment of debts as they mature or the payment in full of matured or nonmatured debts, which are secured by these prior liens or security interests), and all expenses so incurred of every kind and character shall be an obligation owing by Grantor payable in accordance with the terms of the Indenture.

6.7 Authorization to File Financing Statement. Grantor hereby authorizes Indenture Trustee, and Indenture Trustee shall have the right, but not the obligation, to file such financing statements as Indenture Trustee shall deem reasonably necessary to perfect Indenture Trustee's interest in the Additional Collateral and to file continuation statements to match such perfection. Grantor authorizes Indenture Trustee to include in any such financing statements (a) the collateral description "all personal property" or similar variation; (b) any other information required by Subchapter E of Article/Chapter 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Grantor is an organization, the type of organization and any organization identification number issued to Grantor; and (c) any other information necessary to properly effectuate the transactions described in the Transaction Documents, as determined by Indenture Trustee in its discretion and in accordance with the terms of the Indenture. Grantor further agrees that a carbon, photographic or other reproduction of this Security Instrument or any financing statement describing any Property is sufficient as a financing statement and may be filed in any jurisdiction by Indenture Trustee.



6.8 Fixture Filing. This Security Instrument shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property and is to be filed for record in the real estate records in the Office of the County Recorder where the Property (including said fixtures) is situated. This Security Instrument shall also be effective as a financing statement covering as-extracted collateral and is to be filed for record in the real estate records of the county where the Property is situated. The mailing address of Grantor and the address of Indenture Trustee from which information concerning the security interest may be obtained are the addresses of Grantor and Indenture Trustee set forth on the first page of this Security Instrument.

6.9 Filing and Recordation. Grantor will cause this Security Instrument and all amendments and supplements hereto and substitutions for this Security Instrument and all financing statements and continuation statements relating hereto to be recorded, filed, re-recorded and refiled in such manner and in such places as Trustee or Indenture Trustee shall deem reasonably necessary to perfect Indenture Trustee's interest in the Additional Collateral, and will pay all such recording, filing, re-recording and refiling taxes, fees and other charges.

6.10 Dealing with Successor. In the event the ownership of the Property or any part thereof becomes vested in a person other than Grantor, Indenture Trustee may, without notice to Grantor, deal with such successor or successors in interest with reference to this Security Instrument and to the Indebtedness in the same manner as with Grantor, without in any way vitiating or discharging Grantor's liability hereunder or for the payment of the Indebtedness. No sale of the Property (except as permitted under the Indenture), no forbearance on the part of Indenture Trustee and no extension of the time for the payment of the Indebtedness given by Indenture Trustee shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Grantor hereunder or for the payment of the Indebtedness or the liability of any other person hereunder or for the payment of the Indebtedness, except as agreed to in writing by Indenture Trustee.

6.11 Subrogation. To the extent that proceeds of the Notes are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Property, such proceeds have been advanced by Secured Parties at Grantor's request and Secured Parties shall be subrogated to any and all security interests and liens owned or held by any owner or holder of such outstanding liens, security interests, charges or encumbrances, irrespective of whether said liens, security interests, charges or encumbrances are released; provided, however that the terms and provisions of this Security Instrument shall govern the rights and remedies of Indenture Trustee, acting on its own behalf and for Secured Parties, and shall supersede the terms, provisions, rights and remedies under and pursuant to the instruments creating the lien or liens to which Secured Parties are subrogated hereunder.

6.12 Application of Indebtedness. If any part of the Indebtedness cannot be lawfully secured by this Security Instrument or if any part of the Property cannot be lawfully subject to the lien and security interest hereof to the full extent of such Indebtedness or if the lien and security interest of the Indebtedness of this Security Instrument are invalid or unenforceable as to



any part of the Indebtedness or as to any part of the Property, then all payments made on the Indebtedness, whether voluntary or under foreclosure or other enforcement action or procedure, shall be applied on said Indebtedness first in discharge of that portion thereof which is unsecured in whole or in part by this Security Instrument.

6.13 Notice. Any notice or communication required or permitted hereunder shall be given in accordance with the provisions of the Indenture.

6.14 Successors, Substitutes and Assigns. The terms, provisions, covenants and conditions hereof shall be binding upon Grantor, and the successors and assigns of Grantor including all successors in interest of Grantor in and to all or any part of the Property, and shall inure to the benefit of Trustee and Indenture Trustee and their respective successors, substitutes and assigns (for the benefit of the Secured Parties to whom any portion of the Indebtedness is outstanding from time to time) and shall constitute covenants running with the land. All references in this Security Instrument to Obligors, Grantor, Trustee, Indenture Trustee or a Secured Party shall be deemed to include all of such party's permitted successors, substitutes and assigns.

6.15 Severability. A determination that any provision of this Security Instrument is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this Security Instrument to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

6.16 Gender and Number. Within this Security Instrument, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, and words in the plural number shall be held and construed to include the singular, unless in each instance the context otherwise requires.

6.17 Counterparts. This Security Instrument may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

6.18 Joint and Several. The term "Obligors" as used in this Security Instrument means all of the Obligor entities identified in the Indenture. The obligations of Obligor hereunder shall be joint and several.

6.19 Headings. The Section headings contained in this Security Instrument are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Sections hereof.

6.20 Entire Agreement. This Security Instrument and the other Transaction Documents constitute the entire understanding and agreement between Grantor, Indenture Trustee and Secured Parties with respect to the transactions arising in connection with the



Indebtedness and supersede all prior written or oral understandings and agreements between Grantor, Indenture Trustee and Secured Parties (or any of them) with respect thereto.

6.21 Waiver of Marshaling and Certain Rights. To the extent that Grantor may lawfully do so, Grantor hereby expressly waives any right pertaining to the marshaling of assets, the administration of estates of decedents, or other matters to defeat, reduce or affect (a) the right of Indenture Trustee to sell all or any part of the Property for the collection of the Indebtedness (without any prior or different resort for collection), or (b) the right of Indenture Trustee to the payment of the Indebtedness out of the proceeds of the sale of all or any part of the Property in preference to every other person and claimant.

6.22 Intentionally Omitted.

6.23 Inconsistencies with Transaction Documents. In the event of any inconsistency between this Security Instrument and any other Transaction Documents, the terms hereof shall control only as necessary to create, preserve and/or maintain a valid lien and security interest upon the Property, otherwise the provisions of such Transaction Document shall control.

6.24 APPLICABLE LAW. THIS SECURITY INSTRUMENT SHALL BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK, EXCEPT FOR THOSE PROVISIONS IN THIS SECURITY INSTRUMENT PERTAINING TO THE CREATION, PERFECTION OR VALIDITY OF OR EXECUTION OF LIENS OR SECURITY INTERESTS ON PROPERTY LOCATED IN THE STATE WHERE THE PROPERTY IS LOCATED, WHICH PROVISIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED AND APPLICABLE UNITED STATES FEDERAL LAW.

6.25 CONSENT TO FORUM. THE PROVISIONS OF THE INDENTURE RELATING TO THE CHOICE OF FORUM FOR ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS ARE INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH HEREIN IN ITS ENTIRETY.

ARTICLE VII.

State Law Provisions

7.1 Conflicts. To the extent of any conflict between the provisions of this Article VII and the other provisions of this Security Instrument, the provisions of this Article VII shall control.



7.2 Future Advances. This instrument secures future advances, as defined in NRS 106.320, and is to be governed by NRS 106.300 to 106.400, inclusive. The maximum principal amount to be secured hereby is \$2,924,530. To the fullest extent permitted by applicable law, it shall be an Event of Default hereunder if Grantor, or any other "borrower" (as that term is defined in NRS 106.310) (i) delivers, sends by certified mail or otherwise gives, or purports to deliver, send by mail or otherwise give, to Indenture Trustee (A) any notice of an election to terminate the operation of this Security Instrument as security for any secured obligation pursuant to NRS 106.380(1), including, without limitation, any obligation to repay any "future advance" (as defined in NRS 106.320) of "principal" (as defined in NRS 106.345) or (B) any other notice pursuant to NRS 106.380(1), (ii) records a statement pursuant to NRS 106.380(3), or (iii) causes this Security Instrument, any secured obligation or Indenture Trustee or any Secured Party to be subject to NRS 106.380(2), NRS 106.380(3) or NRS 106.400.

7.3 Adoption of Covenants. To the extent not inconsistent with the other provisions of this Security Instrument, the following covenants, Nos. 1; 2 (full replacement value); 3; 4 (default rate under the credit agreement); 5; 6; 7 (a reasonable percentage); 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Security Instrument.

7.4 No Homestead or Agricultural Use. No portion of the Property is being used as Grantor's business or residential homestead. No portion of the Property is being used for agricultural purposes.

7.5 No Buildings or Manufactured (Mobile) Homes. Notwithstanding any provision in this Security Instrument to the contrary, in no event is any Building or Manufactured (Mobile) Home (as such terms are defined in applicable Flood Insurance Regulations) included in the definition of "Property," or "Collateral" or "Additional Collateral" and no Building or Manufactured (Mobile) Home is hereby encumbered by this Security Instrument. As used herein, "Flood Insurance Regulations" shall mean (a) the National Flood Insurance Act of 1968, (b) the Flood Disaster Protection Act of 1973, (c) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001 *et seq.*), and (d) the Flood Insurance Reform Act of 2004, in each case as now or hereafter in effect and including any regulations promulgated thereunder.

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SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, Grantor has executed this Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing as of the date of the acknowledgment on this signature page, but to be effective as of the Effective Date.

GRANTOR:

LD ACQUISITION COMPANY 9 LLC, a
Delaware limited liability company

By: 

Name: DANIEL R. PARSONS

Title: AUTHORIZED OFFICER

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)

) ss.

COUNTY OF LOS ANGELES)

On June 13, 2016, before me Kamilah Edwards,
a Notary Public, personally appeared Daniel R. Parsons, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official Seal.



Signature of Notary Public



[SEAL]

NEVADA DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING
SIGNATURE PAGE



232016

Book: 596 10/17/2016
Page: 187 18 of 21

EXHIBIT A

Legal Description

1-5. All that property situated in Eureka County, NV, more particularly described as:
Township 32 North. Range 51 East. M.D.M.
Section 17 100' X 1 00' parcel within Lot 3
Assignment of Easement and Assignment of Leases and Rents Agreement vi
TC120689 - New Nevada Lands, LLC
0.23

Exhibit A



232016

Book: 596 10/17/2016
Page: 188 19 of 21

EXHIBIT B

Document(s) Creating Interest

1. Terms and conditions of that certain Easement and Assignment of Lease Agreement dated 3/20/2012 by and between New Nevada Lands, LLC and LD Holding Company recorded on 5/15/2012 in Document 220449; FURTHER ASSIGNED on 2/5/2013 in Document 223778, as assigned to Grantor pursuant to that certain Assignment of Easement and Assignment of Lease Agreement to be recorded immediately prior hereto.
2. Easement and Assignment of Lease Agreement by and between New Nevada Lands, LLC and LD Holdings LLC dated 03/20/2012 and recorded on 5/15/2012 as Instrument 220451; FURTHER ASSIGNED to LD Acquisition Company 9 LLC, a Delaware limited liability company by that certain Assignment of Easement and Assignment of Lease Agreement dated 6/25/2012 and recorded on 2/5/2013 as Instrument 223777.
3. Easement and Assignment of Lease Agreement by and between New Nevada Lands, LLC and LD Holdings, LLC, a Delaware limited liability company dated 3/20/2012 and recorded on 5/15/2012 as Document 220455; FURTHER ASSIGNED TO LD Acquisition Company 9 LLC, a Delaware limited liability company and recorded on 5/1/2013 in Document 224208.
4. Easement and Assignment of Lease Agreement
Dated: March 20, 2012
Grantor: New Nevada Lands, LLC, a Mississippi limited liability company
Grantee: LD Holdings LLC, a Delaware limited liability company
Recorded: May 15, 2012, Book 0531, Page 0403, Document No. 220452, Official Records of Eureka County, Nevada.

Assignment of Easement and Assignment of Leasees and Rent Agreement

Dated: April 26, 2012
Grantor: LD Holdings LLC, a Delaware limited liability company
Grantee: LD Acquisition Company LLC, a Delaware limited liability company
Recorded: May 23, 2012, Book 0532, Page 0056, Document No. 220473, Official Records of Eureka County, Nevada.

Assignment of Assignment of Easement and Assignment of Leases and Rents Agreement

Dated: November 30, 2012
Grantor: LD Acquisition Company LLC, a Delaware limited liability company
Grantee: LD Acquisition Company 9 LLC, a Delaware limited liability company
Recorded: June 20, 2013, Book 0550, Page 0260, Document No. 224447, Official Records of Eureka County, Nevada.

5. Easement and Assignment of Lease Agreement in favor of LD Holdings LLC, a Delaware limited liability company set forth in instrument recorded on 05/15/2012 as Document No. 220453; FURTHER ASSIGNED to LD Acquisition Company LLC, a

Delaware limited liability company by that certain Assignment of Easement and Assignment of Leases and Rents Agreement dated 04/26/2012 and recorded on 05/23/2012 as Document No. 220472; FURTHER ASSIGNED to LD Acquisition Company 9 LLC, a Delaware limited liability company by that certain Assignment of Assignment of Easement and Assignment of Leases and Rents Agreement dated 11/30/2012 and recorded on 03/08/2013 as Document No. 223861.

Exhibit B



232016

Book: 596 10/17/2016
Page: 190 21 of 21