

Official RecordRecording requested By
FIRST AMERICAN TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$44.00 Page 1 of 6
RPTT: Recorded By: AE

Book- 249 Page- 0250

(The undersigned certifies that this document does not include any personal information as referenced in NRS Section 239.030.)

Assessor's Parcel Numbers: 008-251-04
008-251-03
008-261-05
008-261-09



IRWIN UNION BANK AND TRUST COMPANY
 401 North Buffalo
 Suite #200
 Las Vegas, Nevada 89145

Mail all real property tax notices to:

BLT ACQUISITION GROUP, LLC
 BLT LINCOLN COUNTY LAND, LLC
 9900 Covington Cross Drive, Suite #210
 Las Vegas, Nevada 89144-6834
 Attention: Manager(s)

CROSS COLLATERALIZATION AND CROSS DEFAULT AGREEMENT

This Cross Collateralization and Cross Default Agreement ("**Agreement**") is made and effective as of the ~~10~~¹¹ day of May, 2009, by BLT LINCOLN COUNTY LAND, LLC, a Nevada limited-liability company and BLT ACQUISITION GROUP, LLC, a Nevada limited-liability company (collectively "**BLT Lincoln/Acquisition**"), Louis Castle, Jr. ("**Castle**" and together with BLT Lincoln/Acquisition, also referred to as "**Borrowers**") and IRWIN UNION BANK AND TRUST COMPANY ("**Bank**"), with respect to the following facts:

RECITALS

A. The Bank made a term loan on or about August 11, 2006 to BLT Lincoln/Acquisition in the amount of \$16,760,000.00 ("**BLT Lincoln/Acquisition Loan**"). The BLT Lincoln/Acquisition Loan is secured by a Deed of Trust and Security Agreement with Assignment of Rents and Fixture Filing, dated August 11, 2006, and recorded on August 17, 2006, as Instrument 127097 in Book 221. Page 4 in the office of the County Recorder of Lincoln County, State of Nevada, ("**BLT Lincoln/Acquisition Deed of Trust**"), on the real property described in Exhibit "A" ("**Premises**"). The BLT Lincoln/Acquisition Loan is evidenced by a Promissory Note dated August 11, 2006, as modified by a Modification Agreement dated, August 11, 2008, and as modified by a Second Modification Agreement, dated November 9, 2009, (collectively, the "**BLT Lincoln/Acquisition Note**"). The Bank proposes to modify the terms of the BLT Lincoln/Acquisition Note under the terms of a Second Modification to Loan

RECORDED AS ACCOMODATION ONLY
 WITHOUT LIABILITY



Documents, of even date herewith, by and between BLT Lincoln/Acquisition and Bank.

B. The Bank has extended to Castle a line of credit in the amount of \$2,000,000.00 ("**Castle Loan**"). The Castle Loan is secured by a Deed of Trust and Security Agreement With Assignment of Rents and Fixture Filing, dated May 7th, 2009, and recorded on 0-30-2009, 2009, in Book 249-230 as Instrument No. 0133919 in the Official Records of Lincoln County, Nevada ("**Castle Deed of Trust**"), which encumbers the Premises. The Castle Loan is evidenced by a Promissory Note dated December 25, 2007, as modified by a Change in Terms Agreement, dated December 23 2008 ("**Castle Note**").

C. The Bank would not modify the BLT Lincoln/Acquisition Loan unless Borrowers agree to the terms of this Agreement.

D. The BLT Lincoln/Acquisition Note and the Castle Note are collectively referred to herein as the "**Notes.**" The BLT Lincoln/Acquisition Deed of Trust and the Castle Deed of Trust are all collectively referred to herein as the "**Deeds of Trust.**"

NOW THEREFORE, for valuable consideration, the parties agree as follows:

1. Any default by Borrowers, or failure to pay any amount due, under the terms of any of the Notes shall be an Event of Default under the terms of all of the Notes (as the term "Event of Default" is defined therein). Any default under the terms of any of the Deeds of Trust shall be an Event of Default under all of the Deeds of Trust (as the term "Event of Default" is defined therein).

2. Each and every Deed of Trust secures all of the Notes, and if there is a default under any of the Notes or the Deeds of Trust, the Bank may exercise its rights under any or all of the Deeds of Trust.

3. Except as modified hereby the terms of the Notes and the Deeds of Trust all remain in full force and effect.

4. The Trustee under the BLT Lincoln/Acquisition Deed of Trust and the Castle Deed of Trust is hereby authorized to complete the recording information and the dates, left blank above.

5. Borrowers waive all rights to have all or part of the real property encumbered by the Deeds of Trust marshaled upon any foreclosure of any or all of the Deeds of Trust. Bank shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of the real property and other collateral described in any or all of the Deeds of Trust as a whole or in separate parcels, in any order that Bank may designate. Borrowers make this waiver for itself, for all persons and entities claiming through or under Borrowers and for persons and entities who may acquire a lien or security interest on all or any part of the said real and personal property collateral described in any of the Deeds of Trust.

Dated and effective as of the first date written above:

BORROWERS:

BLT LINCOLN COUNTY LAND, LLC, a Nevada limited-liability company

By: [Signature]
Timothy DeRosa, Manager

By: [Signature]
Brent H. Ramenofsky, Manager

BLT ACQUISITION GROUP, LLC, a Nevada limited-liability company

By: [Signature]
Timothy DeRosa, Manager

By: [Signature]
Brent H. Ramenofsky, Manager

[Signature]
Louis Castle, Jr

BANK:

IRWIN UNION BANK AND TRUST COMPANY

By: _____
Name: _____
Title: _____

**EXHIBIT "A"**

The land referred to herein is situated in the State of Nevada, County of Lincoln, described as follows:

PARCEL 1:

GOVERNMENT LOTS 1 AND 3 IN SECTION 33, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.B.&M.

PARCEL 2:

GOVERNMENT LOT 8 IN SECTION 34, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.B.&M.

PARCEL 3:

THE WEST HALF (W ½) OF SECTION 25; ALL SECTIONS OF 26, 27, 34 AND 35; THE NORTHWEST QUARTER (NW ¼) OF SECTION 36 IN TOWNSHIP 12 SOUTH, RANGE 70 EAST, M.D.B.&M.

PARCEL 4:

LOTS FIVE (5), SIX (6), SEVEN (7) AND EIGHT (8) IN SECTION 15; THE NORTH HALF (N ½) OF THE NORTHWEST QUARTER (NW ¼); THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHWEST QUARTER (NW ¼); THE NORTHEAST QUARTER (NE ¼) SECTION 16 AND THE EAST HALF (E ½) OF THE NORTHEAST QUARTER (NE ¼); THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) IN SECTION 17, TOWNSHIP 12 SOUTH, RANGE 71 EAST.

PARCEL 5:

GOVERNMENT LOT 1 IN SECTION 16 AND GOVERNMENT LOT 1 IN SECTION 17, ALL IN TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.B. & M.

