

EXHIBIT A

PROMISSORY NOTE SECURED
BY DEED OF TRUST

\$1,750,000.00

_____, 2014

FOR VALUE RECEIVED, at the times hereinafter stated, the undersigned, **LANDCAP SPARKS, LLC**, a Nevada Limited Liability Company (the "Borrower"), promises to pay to the **REDEVELOPMENT AGENCY OF THE CITY OF SPARKS** (the "Lender"), at 431 Prater Way, Sparks, NV 89431, or at such other place as the holder hereof may from time to time designate in writing, in legal tender of the United States of America, the principal sum of **ONE MILLION SEVEN HUNDRED-FIFTY THOUSAND DOLLARS (\$1,750,000.00)**, (the "Note") pursuant to the terms of that certain Agreement for Purchase and Sale dated _____ herewith between Lender as "Seller" and Borrower as "Buyer" (the "Sales Agreement").

Interest shall accrue from the Closing (as defined below) at the rate of four percent (4%) per annum ("Interest Rate"). Interest shall be computed on the basis of a 360-day year and 30 day month.

The term of the Loan, shall commence upon the date of recordation of the Deed of Trust (as defined below) securing this Note (the "Closing") and shall terminate on the date which is thirty-six (36) months thereafter (the "Maturity Date").

Payment shall be provided as follows:

- (i) Interest only shall be payable monthly, in arrears, on the first day of each month, commencing on the first day of the first month following the Closing, and continuing on the first day of each month thereafter to and including the Maturity Date. Borrower shall make interest payments to Lender as such interest payments become due.
- (ii) In addition to interest payments, Borrower shall make semi-annual principal reduction payments ("Principal Payments") in the amount of One Hundred-Fifty Thousand Dollars (\$150,000). The first Principal Payment shall be due six months from the date of recording of the Deed of Trust; and continuing every six months thereafter until the Note is paid.
- (iii) On the Maturity Date, all interest accrued and unpaid and the outstanding principal balance shall be due and payable in full.

This Note is secured by a Deed of Trust With Assignment of Rents (the "Deed of Trust") of even date herewith from Borrower, as Trustor, to First American Title Company of Nevada, as Trustee, for the benefit of Lender, as Beneficiary, encumbering certain real property (the "Property") in Washoe County, Nevada, and improvements thereon, as more particularly described in the Deed of Trust.

Principal, interest and any fees hereunder shall be payable in lawful money of the United States of America in immediately available funds free and clear of, and without deduction for, any and all present and future taxes, withholdings, and costs or reserves.

Borrower shall have the right to prepay all or any portion of the Loan. Upon each such prepayment, Borrower shall also pay all accrued interest on the principal amount prepaid. All payments on this Note shall be applied first to accrued interest and then to the balance of principal.

Borrower and Lender agree that it is extremely difficult or impracticable to fix the actual damages of Lender in the event that any installment of interest or principal hereunder shall not be paid when due and that Lender will incur extra administrative expenses and loss of use of funds. Therefore, Borrower agrees:

- (i) To pay Lender, in the event a payment, other than the final payment due at the Maturity Date, is not made within ten (10) days of the date it was due, an amount equal to 5% of such late installment.
- (ii) Acceptance of such amount by Lender shall be in lieu of its actual damages for any such delinquent payment of an installment.
- (iii) Nothing in this Note shall be construed as an express or implied agreement by Lender to forbear in the collection of any delinquent payment, or be construed as in any way giving the Borrower the right, express or implied, to fail to make timely payments hereunder, whether upon payment of such damages or otherwise.
- (iv) The right of the holder hereof to receive payment of such damages, and receipt thereof, are without prejudice to the right of such holder to pursue other remedies, including to collect such delinquent payments and any other amounts provided to be paid hereunder or under any security for this Note or to declare a default hereunder or under any security for this Note.

Failure to make any payment of principal and/or interest within ten (10) days after the due date thereof shall constitute a default by Borrower. "Default" shall also mean any of the following:

- (i) The commencement as to Borrower of any voluntary or involuntary proceeding under any laws relating to bankruptcy, insolvency, reorganization, arrangement, debt adjustment, or debtor relief;

- (ii) The assignment by Borrower for the benefit of Borrower's creditors; or
- (iii) The appointment, or commencement of any proceeding for the appointment of a receiver, trustee, custodian, or similar official for all or substantially all of Borrower's property.

Upon any such Default event, Lender, at its discretion, may declare that all obligations of Borrower under this Note, including all unpaid principal of this Note and accrued interest, will become immediately due and payable. Upon default hereunder, at the option of the Lender, all amounts then unpaid under this Note, the Promissory Note, the Deed of Trust or any other instrument securing the Note or the Loan Agreement shall bear interest from the date of default until such default is cured at a default rate equal to eight percent (8%) above the applicable Interest Rate (the "Default Rate") and shall be immediately due and payable. Delay or failure to exercise said options shall not constitute a waiver of the right to exercise same at any time thereafter or in the event of any subsequent default.

The acceptance of any payment hereunder which is less than payment of all amounts then due and payable shall not constitute a waiver of any of the rights or options of the holder hereof or to the exercise of those rights and options at the time of such acceptance or at any subsequent time. In the event that suit be brought by Borrower related to this Note, or an attorney is employed or expenses are incurred to compel payment of this Note or any portion of the indebtedness evidenced hereby, whether or not any suit, proceeding or any judicial or non-judicial foreclosure proceeding, Borrower promises to pay all of Lender's such expenses and reasonable attorneys' fees, including, without limitation, any attorneys' fees incurred in any bankruptcy proceeding.

This Note shall be construed and enforced in accordance with the laws of the State of Nevada, except as may be pre-empted by federal law. Borrower agrees that Lender shall have the rights and remedies available to a creditor under the laws of the State of Nevada. Borrower consents to the personal jurisdiction of the appropriate state or federal court located in Washoe County, Nevada.

No waiver by Lender of any right or remedy shall be effective unless in writing and signed by Lender, and no such waiver, on one occasion, shall be construed as a waiver on any other occasion. Borrower waives any right of offset now or hereafter existing against the holder hereof.

This Promissory Note is executed in connection with a Deed of Trust that was executed and recorded on the same day as this Note, and is incorporated into the Deed of Trust as if set forth in full. The Deed of Trust shall control in the event there is any conflict between the terms of this Promissory Note and the Deed of Trust. Any terms used in this Promissory Note which are defined in the Deed of Trust shall have the same meaning as set forth in the Deed of Trust.

If any provision or any word, term, clause or part of any provision of this Promissory Note shall be invalid for any reason, the same shall be ineffective, but the remainder of that

provision, this Promissory Note, and the Deed of Trust shall not be affected and shall remain in full force and effect.

Borrower waives presentment, protest and demand, notice of protest, notice of demand and dishonor, and notice of nonpayment of this Promissory Note. This Promissory Note or any payment due under this Promissory Note may be assigned by Lender without in any way affecting the obligation of Borrower under this Promissory Note or the Deed of Trust.

LandCap Sparks, LLC, a
Nevada Limited Liability Company
27132 B Paseo Espada, Suite 1206
San Juan Capistrano, CA 92675

By: _____

Manager